

SYKES ENTERPRISES INC

FORM S-3

(Securities Registration Statement (simplified form))

Filed 04/03/98

Address	400 NORTH ASHLEY DRIVE TAMPA, FL 33602
Telephone	8132741000
CIK	0001010612
Symbol	SYKE
SIC Code	7373 - Computer Integrated Systems Design
Industry	Computer Networks
Sector	Technology
Fiscal Year	12/31

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(Securities Registration Statement (simplified form))

Filed 4/3/1998

Address	100 NORTH TAMPA ST STE 3900 TAMPA, Florida 33602
Telephone	813-274-1000
CIK	0001010612
Industry	Computer Networks
Sector	Technology
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION FORM S-3

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

SYKES ENTERPRISES, INCORPORATED

(Exact name of registrant as specified in its charter)

Florida

56-1383460

(State or other jurisdiction
of incorporation or organization)

(I.R.S. Employer Identification No.)

100 North Tampa Street, Suite 3900, Tampa, Florida 33602,
Telephone: (813) 274-1000
(Address, including zip code, and telephone number, including area code, of
registrant's principal executive offices)

SCOTT J. BENDERT

Sr. Vice President--Finance, Treasurer, and Chief Financial Officer
Sykes Enterprises, Incorporated
100 North Tampa Street, Suite 3900, Tampa, Florida 33602,
Telephone: (813) 274-1000
(Name, address, including zip code, and telephone number,
including area code, of agent for service)

COPY TO:

MARTIN A. TRABER, ESQ.

Foley & Lardner
100 North Tampa Street, Suite 2700, Tampa, Florida 33602,
Telephone: (813) 229-2300

Approximate date of commencement of proposed sale to
the public: As soon as practicable after this
registration statement becomes effective.

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. [X]

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

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

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

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 as the Commission, acting pursuant to said Section 8(a), may determine.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share(1)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Stock, \$.01 par value	3,537,882	\$21.00	\$74,295,522	\$21,918

(1) Estimated pursuant to Rule 457(c) solely for the purpose of calculating the registration fee. The proposed maximum offering price per share and the proposed maximum aggregate offering price are based on the average of the high and low sale prices on March 31, 1998, of the Registrant's Common Stock as reported on the Nasdaq National Market.

LEGEND

Information contained herein is subject to completion or amendment. A registration statement relating to these securities has been filed with the Securities and Exchange Commission. These securities may not be sold nor may offers to buy be accepted prior to the time the registration statement becomes effective. This prospectus shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any State in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such State.

PROSPECTUS

Subject to completion
April 3, 1998

SYKES ENTERPRISES, INCORPORATED

**3,537,882 SHARES
COMMON STOCK, \$.01 PAR VALUE**

This Prospectus relates to shares of Common Stock of Sykes Enterprises, Incorporated ("Sykes" or the "Company") which may be offered for sale from time to time for the account of certain stockholders of the Company (the "Selling Stockholders"). Shares may be offered until December 31, 1998 [one year after the date of issuance of the shares subject to this Prospectus] for the account of the Selling Stockholders. See "The Offering." The Company will not receive any proceeds from the sale of Common Stock by the Selling Stockholders. The Company's Common Stock is traded on the Nasdaq National Market under the symbol "SYKE." On April __, 1998, the last reported sale price of the Common Stock was \$_____ per share.

The distribution of shares of Common Stock by the Selling Stockholders may be effected from time to time in one or more transactions (which may involve block transactions) in the over-the-counter market, on the Nasdaq National Market, or on any exchange on which the Common Stock may then be listed in negotiated transactions, through the writing of options on shares (whether such options are listed on an options exchange or otherwise), or a combination of such methods of sale, at market prices prevailing at the time of sale, at prices related to such prevailing market prices, or at negotiated prices. The Selling Stockholders may effect such transactions by selling shares to or through broker-dealers, and such broker-dealers may receive compensation in the form of underwriting discounts, concessions or commissions from the Selling Stockholders and/or purchasers of shares for whom they may act as agent (which compensation may be in excess of customary commissions). The Selling Stockholders also may pledge shares as collateral for margin accounts and such shares could be resold pursuant to the terms of such accounts.

All expenses of the registration of the Common Stock covered by this Prospectus will be borne by the Company pursuant to preexisting agreements, except that the Company will not pay (i) any Selling Stockholder's underwriting discounts or selling commissions, (ii) transfer taxes or (iii) fees and expenses of any Selling Stockholder's counsel exceeding \$5,000 in the aggregate.

SEE "RISK FACTORS" AT PAGE 5 FOR A DISCUSSION OF CERTAIN RISK FACTORS

THAT SHOULD BE CONSIDERED BY PROSPECTIVE INVESTORS.

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

THE DATE OF THIS PROSPECTUS IS [APRIL __], 1998.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and, in accordance therewith, files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). The reports, proxy statements and other information filed by the Company with the Commission may be inspected and copied at the public reference facilities maintained by the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's Regional Offices at the Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661 and at 7 World Trade Center, 13th Floor, New York, New York 10048. Copies of such material may also be obtained from the Public Reference Section of the Commission at Washington, D.C., at prescribed rates. In addition, the Company's Common Stock is quoted on the Nasdaq National Market of The Nasdaq Stock Market (the "Nasdaq National Market") and reports, proxy statements and other information filed by the Company with the Nasdaq National Market may be inspected at the offices of The Nasdaq Stock Market, 1735 K Street, N.W., Washington, D.C. 20006-1500.

In addition, the Commission maintains a web site that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission. The address of such web site is <http://www.sec.gov>.

This Prospectus does not contain all the information set forth in the Registration Statement and exhibits thereto which the Company has filed with the Commission under the Securities Act of 1933, as amended, to which reference is hereby made.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission pursuant to the Exchange Act are hereby incorporated by reference in this Prospectus:

- (1) The Company's Annual Report on Form 10-K for the year ended December 31, 1997.

All reports and other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act after the date of this Prospectus and prior to the termination of this offering shall be deemed to be incorporated by reference into this Prospectus and shall be deemed to be a part hereof from the respective dates of filing of such reports and other documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for all purposes to the extent that a statement contained in this Prospectus or in any other subsequently filed document that is also incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company will furnish without charge to each person to whom this Prospectus is delivered, upon written or oral request, a copy of any and all documents incorporated by reference in this Prospectus (other than exhibits to such documents unless such exhibits are incorporated by reference therein). Requests for such copies should be directed to Sykes Enterprises, Incorporated, 100 North Tampa Street, Suite 3900, Tampa, Florida 33602, Attention: Scott J. Bendert, Senior Vice President--Finance, Treasurer, and Chief Financial Officer, Telephone (813) 274-1000.

THE OFFERING

Up to 3,537,882 shares may be offered from time to time for the account of the Selling Stockholders until December 31, 1998. See "Selling Stockholders." The Company will not receive any proceeds from the sale of shares covered by this Prospectus. The Company's Common Stock is traded in the Nasdaq National Market under the symbol "SYKE."

THE COMPANY

The Company is a leading provider of information technology outsourcing services throughout North America, Europe, Africa, and The Philippines. Through its 20 state-of-the-art technical support call centers ("IT call centers"), the Company provides services to leading computer hardware and software companies by providing technical support services to end users of their products, and to major companies by providing corporate help desk and other support services. Through its staff of technical professionals, the Company also provides software development and related services to large corporations, on a contract or temporary staffing basis, including software design, development, integration and implementation; systems support, maintenance, and documentation; foreign language translation; and software localization. The integration of these services enables Sykes's customers to outsource a broad range of their information technology services needs to the Company. Sykes's customers include Adobe Systems, Apple Computer, Compaq, Disney, Gateway, Hewlett Packard, IBM, Monsanto, NationsBank, and Tech Data Corporation ("Tech Data").

In 1993, Sykes began providing technical product support to leading computer hardware and software companies through the Company's IT call centers. From two domestic and one European IT call centers at the end of 1994, Sykes has grown to nine domestic IT call centers and 11 overseas IT call centers as of December 1997.

All of Sykes's nine domestic IT call centers have been built by the Company and are modeled after the same prototype, which enables Sykes to construct new IT call centers rapidly and cost effectively. The Company's strategy of locating its domestic IT call centers in smaller communities, typically near a college or university, has enabled it to benefit from a relatively lower cost structure and a technically proficient, stable work force. The Company's domestic call centers are located in Colorado, Florida, Kansas, North Dakota, Oklahoma, and Oregon. Through its IT call centers located in Sweden, The Netherlands, France, Germany, South Africa, Scotland, Ireland, and The Philippines, Sykes provides information technology support and translation services to its multinational customers. The Company also maintains 20 branch offices located in metropolitan areas of the United States, Europe, Africa and The Philippines, giving the Company the ability to offer a broad range of professional services on a local basis, and respond to changing market demands in each geographical area served. Each branch office is responsible for staffing the professional personnel needs of customers within its geographic region and customers referred from other branch offices based on specialized needs.

During 1997, Sykes increased its services and expanded its customer base through strategic acquisitions of Telcare Telekommunikations--Mehrwertdienste mbH of Wilhelmshaven, Germany, on June 16, 1997, TAS Telemarketing Gesellschaft fur Kommunikation und Dialog mbH of Bochum, Germany on September 25, 1997, TAS Hedi Fabinyi GmbH of Stuttgart, Germany on September 25, 1997, and McQueen International Limited of Galashiels, Scotland ("McQueen") on December 31, 1997. With the acquisition of McQueen, Sykes has grown to an organization of more than 6,500 employees across 40 worldwide locations, providing IT support services at all stages in the life cycle of their products and services--from initial development to documentation and training to end-user support. Sykes also provides diagnostic capabilities and retail software applications and support for back-office and point-of-sale customers.

Sykes also expanded its services and increased its IT call center capabilities through strategic alliances. By combining technology acquired in 1996 with technology developed jointly pursuant to its May 1997 alliance with SystemSoft Corporation, a leading vendor of remote diagnostic tools for software products, Sykes has introduced electronic technical support center ("ETSC") services that integrate hardware and software diagnostics with call avoidance capabilities. The Company's ETSC diagnostic tools provide a comprehensive solution for end users of computer hardware and software products. Through its ETSC services, end users can (i) work with an Sykes call center agent to expedite problem resolution utilizing communications protocols that allow for voice and data communications over a single telephone line, (ii) forward a request for assistance from an Sykes call center agent via the internet, or (iii) diagnose and solve their technical hardware or software problems without the assistance of an Sykes call center agent. The Company believes that its ETSC services will provide it direct access to broader markets, including post-warranty support services for home and small business users.

In addition to ETSC services, Sykes expanded its IT call center utilization capabilities through its July 1997 agreement with Tech Data to provide technical product support services to customers of Tech Data's network of 35,000 computer product resellers. Sykes believes that this arrangement will enable the Company to reach end users of computer hardware and software products through an established distribution channel.

The Company's growth of its technical staffing, software development and documentation and software translation services has been additionally supplemented by Sykes's acquisition in March 1997 of Info Systems of North Carolina, Inc., a provider of software and support to national high volume retail chains. Sykes believes that its ability to work in partnership with its customers during the life cycle of their information technology products and systems, from software design and systems implementation, through technical documentation and foreign language translation, to end-user technical product support, gives it a competitive advantage to become a preferred provider of outsourced IT services to its customers. In particular, the Company seeks to broaden its IT outsourcing customer base in the retail, financial services, healthcare and telecommunications industries.

The Company believes that outsourcing by information technology companies and companies with information technology needs will continue to grow as businesses focus on their core competencies rather than nonrevenue producing activities. Additionally, rapid technological changes, significant capital requirements for state-of-the-art technology, and the need to integrate and update complex information technology systems spanning multiple generations of hardware and software components make it increasingly difficult for businesses to maintain cost-effective, quality information technology services in-house. To capitalize on this trend toward outsourcing, the Company has developed a strategy which includes the following key elements:

- rapidly expand information technology support services revenues through additional IT call centers in the United States and abroad;
- market the Company's expanded array of services to existing customers to position Sykes as a preferred vendor of outsourced information technology support services;
- establish a competitive advantage through the Company's proprietary, sophisticated technological capabilities; and
- expand its customer base through strategic alliances and selective acquisitions.

Sykes also expanded its services to the health care industry through its formation and funding with HealthPlan Services Corporation ("HPS") of Sykes HealthPlan Services, Inc. ("SHPS") in December 1997. The new company, SHPS, is owned 50% by Sykes and 50% by HPS. SHPS will provide care management services, technology solutions, customer services and outsourcing capabilities to the health care and insurance industries. Through its technology solutions and call center based operations, SHPS will provide various managed care services to a large population of users interested in controlling medical loss ratios. In particular, SHPS will seek to provide utilization, demand, disease, and disability management to its target markets, which include large self-funded employers as well as traditional health insurance carriers, HMOs, integrated provider systems and third party administrators.

The Company believes the majority of its growth is attributable to its opening of additional IT call centers and the execution of its acquisition strategy. There can be no assurance, however, that the Company will continue to experience the same level of success in the opening of additional IT call centers or that it will be able to find suitable entities which will enable it to continue the execution of its acquisition strategy.

The Company was founded in 1977 in North Carolina and moved its headquarters to Florida in 1993. In March 1996, the Company changed its state of incorporation from North Carolina to Florida. Unless the context requires otherwise, references to "Sykes" or the "Company" means Sykes Enterprises, Incorporated and its consolidated subsidiaries. The Company's executive offices are located at 100 North Tampa Street, Suite 3900, Tampa, Florida 33602, and its telephone number is (813) 274-1000.

RISK FACTORS

AN INVESTMENT IN THE SHARES OF COMMON STOCK OFFERED HEREBY INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE PURCHASERS SHOULD CAREFULLY CONSIDER THE FOLLOWING INFORMATION IN ADDITION TO THE OTHER INFORMATION CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS IN EVALUATING AN INVESTMENT IN THE COMMON STOCK. CERTAIN MATTERS DISCUSSED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS ARE FORWARD-LOOKING STATEMENTS WITHIN THE MEANING OF THE FEDERAL SECURITIES LAWS. ALTHOUGH THE COMPANY BELIEVES THAT THE EXPECTATIONS REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS ARE BASED UPON REASONABLE ASSUMPTIONS, THERE CAN BE NO ASSURANCE THAT ITS EXPECTATIONS WILL BE ACHIEVED. FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THE COMPANY'S CURRENT EXPECTATIONS INCLUDE THE LOSS OF A SIGNIFICANT CUSTOMER; THE INABILITY OF THE COMPANY TO MANAGE ITS GROWTH; RISKS ASSOCIATED WITH THE COMPANY'S INTERNATIONAL OPERATIONS, GENERAL ECONOMIC CONDITIONS, AND THE OTHER RISKS SET FORTH BELOW.

RECENT ACQUISITIONS AND IMPLEMENTATION OF ACQUISITION STRATEGY

During the 12 months ended December 31, 1997, the Company completed five acquisitions and intends to pursue other acquisitions. There can be no assurance that it will be able to successfully integrate the operations and management of recent acquisitions and future acquisitions. Acquisitions involve significant risks which could have a material adverse effect on the Company, including: (i) the diversion of management's attention to the assimilation of the businesses to be acquired; (ii) the risk that the acquired businesses will fail to maintain the quality of services that the Company has historically provided; (iii) the need to implement financial and other systems and add management resources; (iv) the risk that key employees of the acquired business will leave after the acquisition; (v) potential liabilities of the acquired business; (vi) unforeseen difficulties in the acquired operations; (vii) adverse short-term effects on the Company's operating results; (viii) lack of success in assimilating or integrating the operations of acquired businesses with those of the Company; (ix) the dilutive effect of the issuance of additional equity securities; (x) the incurrence of additional debt; and (xi) the amortization of goodwill and other intangible assets involved in any acquisitions that are accounted for using the purchase method of accounting. There can be no assurance that the Company will successfully implement its acquisition strategy. Furthermore, there can be no assurance any acquisition will achieve levels of revenue and profitability or otherwise perform as expected, or be consummated on acceptable terms to enhance shareholder value.

ABILITY TO MANAGE GROWTH

The Company has rapidly expanded its operation since it began providing information technology support services through its IT call centers in 1994 and anticipates continued growth to be driven by industry trends toward outsourcing of such services. The continued growth of the Company's customer base and expansion of the scope of services offered by it can be expected to place a significant strain on its resources. These resources could be further strained from the opening of new IT call centers and the necessity to successfully attract and retain qualified management personnel to manage the growth and operations of the Company's business. There can be no assurance that the Company will have sufficient resources or otherwise be able to maintain its historic rate of growth or to maintain the quality of its services.

RAPID TECHNOLOGICAL CHANGE

The market for information technology services is characterized by rapid technological advances, frequent new product introductions and enhancements, and changes in customer requirements. The Company's future success will depend in large part on its ability to service new products, platforms and rapidly changing technology. These factors will require the Company to provide adequately trained personnel to address the increasingly sophisticated, complex and evolving needs of its customers. Its ability to capitalize on its acquisitions will depend on its ability to (i) continually enhance software and services and (ii) adapt such software to new hardware and operating system requirements. Any failure by the Company to anticipate or respond rapidly to technological advances, new products and enhancements, or changes in customer requirements could have a material adverse effect on it.

DEPENDENCE ON KEY CUSTOMERS

Revenue from a single customer comprised 13%, 13%, and 11% of the Company's consolidated revenues for the years ended December 31, 1995, 1996 and 1997, respectively. The Company's largest ten customers accounted for approximately 45% of the Company's consolidated revenues in 1997. Generally, the Company's contracts are cancelable by each customer at any time or on short term notice, and customers may unilaterally reduce their use of the Company's services under such contracts without penalty. The Company's loss of (or the failure to retain a significant amount of business with) any of its key customers could have a material adverse effect on the Company.

DEPENDENCE ON QUALIFIED PERSONNEL

The Company's business is labor intensive and places significant importance on its ability to recruit and retain qualified technical and professional personnel. It generally experiences high turnover of its personnel and is continuously required to recruit and train replacement personnel as a result of a changing and expanding work force. Additionally, demand for qualified professionals conversant with certain technologies is intense and may outstrip supply as new and additional skills are required to keep pace with evolving computer technology. There can be no assurance that the Company will be successful in attracting and retaining the personnel it requires to conduct its operations successfully. Failure to attract and retain such personnel could have a material adverse effect on the Company.

RELIANCE ON TECHNOLOGY AND COMPUTER SYSTEMS

The Company has invested significantly in sophisticated and specialized telecommunications and computer technology, and has focused on the application of this technology to meet its clients' needs. It anticipates that it will be necessary to continue to invest in and develop new and enhanced technology on a timely basis to maintain its competitiveness. Significant capital expenditures may be required to keep its technology up-to-date. Investments in technology, including future investments in upgrades and enhancements to software, may not necessarily maintain the Company's competitiveness. The Company's future success will also depend in part on its ability to anticipate and develop information technology solutions which keep pace with evolving industry standards and changing client demands. In addition, the Company's business is highly dependent on its computer and telephone equipment and software systems, and the temporary or permanent loss of such equipment or systems, through casualty, operating malfunction or otherwise, could have a material adverse effect on it.

DEPENDENCE ON TREND TOWARD OUTSOURCING

The Company's business and growth depend in large part on the industry trend toward outsourcing information technology services. There can be no assurance that this trend will continue, as organizations may elect to perform such services in-house. A significant change in the direction of this trend could have a material adverse effect on the Company.

EMERGENCY INTERRUPTION OF IT CALL CENTER OPERATIONS

The Company's operations are dependent upon its ability to protect its IT call centers and its information databases against damages that may be caused by fire, power failure, telecommunications failures, unauthorized intrusion, computer viruses and other emergencies. The Company has taken precautions to protect itself and its customers from events that could interrupt delivery of its services. These precautions include off-site storage of backup data, fire protection and physical security systems, rerouting of telephone calls to one or more of its other IT call centers in the event of an emergency, backup power generators and a disaster recovery plan. The Company also maintains business interruption insurance in amounts it considers adequate. Notwithstanding such precautions, there can be no assurance that a fire, natural disaster, human error, equipment malfunction or inadequacy, or other event would not result in a prolonged interruption in the Company's ability to provide support services to its customers. Such an event could have a material adverse effect on the Company.

INTERNATIONAL OPERATIONS AND EXPANSION

At December 31, 1997, the Company's international operations were conducted from eleven IT call centers located in Sweden, The Netherlands, France, Germany, South Africa, Scotland, Ireland, and The Philippines. Revenues from foreign operations for the years ended December 31, 1996 and December 31, 1997 were 40.3% and 38.1% of consolidated revenues, respectively. The Company intends to continue its international expansion. International operations are subject to certain risks common to international activities, such as changes in foreign governmental regulations, tariffs and taxes, import/export license requirements for the Company's software, the imposition of trade barriers, difficulties in staffing and managing foreign operations, political uncertainties, longer payment cycles, foreign exchange restrictions that could limit the repatriation of earnings, possible greater difficulties in accounts receivable collection, potentially adverse tax consequences, and economic instability.

The Company conducts business in various foreign currencies and is therefore subject to the transaction exposures that arise from foreign exchange rate movements between the dates that foreign currency transactions are committed and the date that they are consummated. The Company also is subject to certain exposures arising from the translation and consolidation of the financial results of its foreign subsidiaries. The Company has from time to time taken limited actions to attempt to mitigate the Company's foreign transaction exposure. However, there can be no assurance that actions taken to manage such exposure will be successful or that future changes in currency exchange rates will not have a material impact on the Company's future operating results. The Company does not hedge either its translation risk or its economic risk.

There can be no assurance that one or more of such factors or other factors relating to international operations will not have a material adverse effect on the Company's business, results of operations or financial condition.

COMPETITION

The industry in which the Company competes is extremely competitive and highly fragmented. While many companies provide information technology services, the Company believes no one company is dominant. There are numerous and varied providers of such services, including firms specializing in call center operations, temporary staffing and personnel placement companies, general management consulting firms, divisions of large hardware and software companies and niche providers of information technology services, many of whom compete in only certain markets. The Company's competitors include many companies who may possess substantially greater resources, greater name recognition and a more established customer base than it does. In addition, the services offered by the Company historically have been provided by in-house personnel. There can be no assurance that the Company will be able to compete successfully against existing or potential new competitors as the industry continues to evolve.

Many of the Company's large customers purchase information technology services primarily from a limited number of preferred vendors. The Company has experienced and continues to anticipate significant pricing pressure from these customers in order to remain a preferred vendor. These companies also require vendors to be able to provide services in multiple locations. Although the Company believes it can effectively meet its customers' demands, there can be no assurance that it will be able to compete effectively with other information technology services companies.

RISKS ASSOCIATED WITH SOFTWARE DEVELOPMENT

DEPENDENCE ON NEW PRODUCTS AND ADAPTATION TO TECHNOLOGICAL CHANGE. The computer software industry is subject to rapid technological change often evidenced by new competing products and improvements in existing products. The Company depends on the successful development of new products, including upgrades of existing products, to replace revenues from products introduced in prior years that have begun to experience reduced revenues. If the Company's leading products become outdated and lose market share or if new products or existing product upgrades are not introduced when planned or do not achieve the revenues anticipated by the Company, the Company's operating results could be adversely affected. Even with normal development cycles, the market environment can change so quickly that features in certain

products can become outdated soon after market introduction. These events may occur in the future and may have an adverse effect on future revenues and operating results.

COMPETITION. The personal computer market is intensely competitive, subject to strategic alliances of hardware and software companies and characterized by rapid changes in technology and frequent introductions of new products and features. The Company's competitors include developers of operating systems, applications and utility software vendors and personal computer manufacturers that develop their own software products. The Company's current revenues and profitability are dependent on the viability of the Microsoft Windows and DOS operating systems. The Company expects to encounter continued competition both from established companies and from new companies that are now developing, or may develop, competing products. Many of the Company's existing and potential competitors have financial, marketing and technological resources significantly greater than those of the Company.

Future competitive product releases may cause disruptions in orders for the Company's software products while users and the marketplace evaluate the competitive products. The extent of the disruption in orders and the impact on future orders of the Company's products will depend on various factors that are not fully known at this time, including the level of functionality, performance and features included in the final release of these competitive products and the market's evaluation of competitive products compared to the then current functionality, performance and features of the Company's products.

The Company anticipates that the type and level of competition experienced to date will continue and may increase and that future sales of its software products will be dependent upon the Company's ability to timely and successfully develop or acquire new software products or enhanced versions of its existing products, and to demonstrate to the user a need for the Company's products while developers of operating systems and competitive software products continue to enhance their products. To the extent that operating system enhancements, competitive products or bundling of competitive products with operating systems or computer hardware reduce the number of users who perceive a benefit from the Company's products, sales of the Company's software products in the future would be adversely impacted.

PRODUCT RETURNS. Like other manufacturers of package software products, the Company is exposed to the risk of product returns from distributors and reseller customers. Although the Company believes that it provides adequate allowances for returns, there can be no assurance that actual returns in excess of recorded allowances will not result in an adverse effect on business, operating results and financial condition.

DEPENDENCE ON AND INTENSE COMPETITION FOR KEY PERSONNEL. Recruitment of personnel in the computer software industry is highly competitive. The Company's success in this product area depends to a significant extent upon the performance of its executive officers and other key personnel. The loss of the services of key individuals could have an adverse effect on the Company. The Company's future success will depend in part upon its continued ability to attract and retain highly qualified personnel. There can be no assurance that the Company will be successful in attracting and retaining such personnel.

PATENTS AND PROPRIETARY INFORMATION. The Company provides its products to end users under a nonexclusive, nontransferable license. Under the Company's current form of software license agreement, software is to be used solely for internal operations on designated computers at specified sites. The ability of software companies to enforce such licenses has not been finally determined and there can be no assurance that misappropriation will not occur.

The extent to which United States and foreign copyright and patent laws protect software as well as the enforceability of end user licensing agreements has not been fully determined. In addition, changes in the interpretation of copyright and patent laws could expand or reduce the extent to which the Company or its competitors are able to protect their software and related intellectual property.

Because the computer industry is characterized by technological changes, the policing of the unauthorized use of computer software is a difficult task. Software piracy is expected to continue to be a persistent problem for the packaged software industry. Despite steps taken by the Company to protect its software products, third parties still may make unauthorized copies of the Company's products for their own use or for sale to others. These concerns are particularly acute in certain international markets. The

Company believes that the knowledge, abilities and experience of its employees, its timely product enhancements and upgrades and the availability and quality of its support services provided to users are more significant factors in protecting its software products than patent, trade secret and copyright protection laws.

DEPENDENCE ON SENIOR MANAGEMENT

The success of the Company is largely dependent upon the efforts, direction and guidance of its senior management. Although it has entered into employment and noncompetition agreements with its executive officers, its continued growth and success also depends in part on its ability to attract and retain qualified managers, and on the ability of its executive officers and key employees to manage its operations successfully. The loss of John H. Sykes, Chairman of the Board, President and Chief Executive Officer, or the Company's inability to attract, retain or replace key management personnel in the future, could have a material adverse effect on it.

CONTROL BY PRINCIPAL SHAREHOLDER; ANTI-TAKEOVER CONSIDERATIONS

As of December 31, 1997, John H. Sykes, the Company's founder and Chairman of the Board, beneficially owned approximately 47.6% of the Company's outstanding Common Stock. As a result, Mr. Sykes will be able to elect the Company's directors and determine the outcome of other matters requiring shareholder approval. The voting power of Mr. Sykes, together with the staggered Board of Directors and the anti-takeover effects of certain provisions contained in both the Florida Business Corporation Act and in the Company's Articles of Incorporation and Bylaws (including, without limitation, the ability of the Board of Directors to issue shares of Preferred Stock and to fix the rights and preferences thereof), may have the effect of delaying, deferring or preventing an unsolicited change in the control of the Company, which may adversely affect the market price of the Common Stock or the ability of shareholders to participate in a transaction in which they might otherwise receive a premium for their shares.

VOLATILITY OF STOCK PRICE

The Common Stock has experienced significant volatility, as well as a significant increase in market price, since the Company's initial public offering in April 1996. The market for securities of technology companies historically has been more volatile than the market for stocks in general. The trading of the Common Stock may be subject to wide fluctuations in response to quarter-to-quarter variations in operating results, announcement of recent developments or new products by the Company or its competitors and other events or factors. In addition, the stock market has from time to time experienced extreme price and volume fluctuations that have particularly affected the market price for many high technology companies and that often have been unrelated to the operating performance of these companies. These broad market fluctuations may adversely affect the market price of the Common Stock.

DIVIDEND POLICY

The Company has never declared or paid any cash dividends on its Common Stock. The Company currently anticipates that all of its earnings will be retained for development and expansion of the Company's business and does not anticipate paying any cash dividends in the foreseeable future.

USE OF PROCEEDS

The Company will not receive any proceeds from the sale of the shares offered hereby.

DESCRIPTION OF CAPITAL STOCK

COMMON STOCK

The Company's Certificate of Incorporation (the "Certificate") authorizes 200,000,000 shares of Common Stock, \$0.01 par value per share, of which 39,057,626 shares were issued and outstanding as of December 31, 1997, and 1,446,486 were subject to issuance to employees and six nonemployee directors upon exercise of outstanding stock options. Holders of Common Stock are entitled to one vote per share on all matters to be voted upon by the stockholders. The holders of Common Stock do not have cumulative voting rights in the election of directors. The Board of Directors presently consists of nine members divided into three classes. The directors of the class elected at each annual meeting of stockholders hold office for a term of three years. Holders of Common Stock are entitled to receive dividends when, as and if declared from time to time by the Board of Directors out of funds legally available therefor, after payment of dividends required to be paid on outstanding Preferred Stock, if any. In the event of liquidation, dissolution or winding up of the Company, the holders of Common Stock are entitled to share ratably in all assets remaining after payment of liabilities subject to prior distribution rights of any Preferred Stock then outstanding. The Common Stock has no preemptive or conversion rights and is not subject to further calls or assessment by the Company. There are no redemption or sinking fund provisions applicable to the Common Stock. All currently outstanding Common Stock of the Company is duly authorized, validly issued, fully paid, and nonassessable.

PREFERRED STOCK

The Certificate authorizes 10,000,000 shares of Preferred Stock, \$0.01 par value, none of which were outstanding as of December 31, 1997. The Board of Directors has the authority, without any further vote or action by the stockholders, to issue Preferred Stock in one or more series and to fix the number of shares, designations, relative rights (including voting rights), preferences, and limitations of such series to the full extent now or hereafter permitted by Florida law. The Company has no present intention to issue Preferred Stock.

ANTI-TAKEOVER PROVISIONS

Management of the Company currently owns or has the right to acquire approximately 48.9% of the outstanding Common Stock. The provisions regarding the division of the Board of Directors into classes and the ability of the Board of Directors to issue Preferred Stock as described above may make it more difficult for, and may discourage other persons or companies from making a tender offer for, or attempting to acquire, substantial amounts of the Company's Common Stock. This could have the effect of inhibiting changes in management and may also prevent temporary fluctuations in the market price of the Company's Common Stock which often result from actual or rumored takeover attempts.

REGISTRAR AND TRANSFER AGENT

The registrar and transfer agent for the Company's Common Stock is Firststar Trust Company, 615 East Wisconsin Avenue, Fourth Floor, Milwaukee, Wisconsin 53202.

SHARES ELIGIBLE FOR FUTURE SALE

Sales of substantial amounts of Common Stock in the public market could adversely affect market prices of the Common Stock and make it more difficult for the Company to sell equity securities in the future at times and prices which it deems appropriate.

As of December 31, 1997, 39,057,626 shares of Common Stock were issued and outstanding, of which 19,153,657 shares will be freely tradeable (assuming all of the 3,537,882 shares offered hereby and all of the 290,000 shares and 375,000 shares offered for sale by selling shareholders under Registration Statement File Nos. 333-46569 and 333-89513 are sold to nonaffiliates) without restriction or further registration under the Securities Act. The 19,903,969 remaining shares ("Restricted Shares") may not be sold except in compliance with the registration requirements of the Securities Act or pursuant to an exemption from

registration such as the exemption provided by Rule 144 under the Securities Act, and then only in compliance with the volume and manner of sale limitations of Rule 144. Approximately 19,236,851 Restricted Shares owned by affiliates and others currently are eligible for sale under Rule 144. The 667,118 remaining Restricted Shares (assuming all of the 3,537,882 shares offered hereby and all of the 290,000 shares and 375,000 shares offered for sale by selling shareholders under Registration Statement File Nos. 333-46569 and 333-89513 are sold to nonaffiliates) will be eligible for sale under Rule 144 at various times throughout the next 12 months.

In general, under Rule 144 a stockholder (or stockholders whose shares are aggregated) who has beneficially owned for at least one year shares privately acquired directly or indirectly from the Company or from an "affiliate" of the Company, and persons who are affiliates of the Company, are entitled to sell within any three-month period a number of shares that does not exceed the greater of 1% of the outstanding shares of the Company's Common Stock (approximately 390,576 shares at December 31, 1997) or the average weekly trading volume in the Company's Common Stock in the over-the-counter market during the four calendar weeks preceding such sale and may only sell such shares through unsolicited brokers' transactions. A stockholder (or stockholders whose shares are aggregated) who has not been an affiliate of the Company for at least 90 days and who has beneficially owned the Restricted Stock for at least two years is entitled to sell such shares under Rule 144 without regard to the volume and manner of sale limitations described above.

SELLING STOCKHOLDERS

On December 31, 1997, the Company issued 3,537,882 shares of Common Stock to the holders all of the outstanding capital stock (the "Shares") of McQueen International Limited ("McQueen"), a corporation organized and existing under the laws of Scotland. McQueen provides inbound call center support and customer service, software fulfillment and foreign language translation and localization services. The shares were issued in connection with the purchase of the Shares pursuant to an Acquisition Agreement, dated December 31, 1997, among Sykes and the McQueen Shareholders. Under the terms of the Registration Rights Agreement, dated December 31, 1997, entered into among the McQueen Shareholders and the Company in conjunction with the consummation of the acquisition, the Company agreed to file a registration statement under the Securities Act to cover the sale of the Shares issued to the former McQueen Shareholders, and to keep such registration statement effective for a period not to exceed the first anniversary of the issuance of the Common Stock covered by this Prospectus. Accordingly, 3,537,882 shares of Common Stock covered by this Prospectus are being offered for sale by the former McQueen Shareholders.

The number of shares being offered by the Selling Stockholders are governed by the preexisting agreements between the Selling Stockholders and the Company described above. The following table sets forth certain information with respect to the beneficial ownership of the Company's Common Stock as of December 31, 1997, and as adjusted to reflect the assumed sale of all of the shares offered hereby by each Selling Stockholder.

	Shares Beneficially Owned Prior to the Offering		Number of Shares Being Offered	Shares Beneficially Owned After the Offering (1)	
	Number	Percent		Number	Percent
Adobe Incentive Partners, L.P.....	486,676	1.25%	486,676	0	-
Gray, David R. (2).....	3,988	*	3,988	0	-
Gray, Mark J. (3).....	3,988	*	3,988	0	-
Gray, Michael Maxwell (4).....	1,224,590	3.14%	1,224,590	0	-
The Michael Maxwell Gray Family Trust (5).....	250,470	*	250,470	0	-
The M. M. Gray 1997 Liferent Trust (6).....	645,814	1.65%	645,814	0	-
Gray, Patricia Ann (7).....	80,355	*	80,355	0	-
Hart, Thomas J. (8).....	68,230	*	60,157	8,073	*
T. J. Hart Children Trust (9)	32,290	*	32,290	0	-
T. J. Hart 1997 Liferent Trust (10)	57,934	*	57,934	0	-
IBJ Schroder Bank and Trust Company, Trustee f/b/o The Rand McNally Earn Out Trust.....	349,213	*	349,213	0	-
McQueen Employee Stock Ownership Trust (11)	128,037	*	128,037	0	-
Thaden, James T. (12).....	94,181	*	86,108	8,073	-
Tripp, Alan Charles MacDonald (13).....	59,382	*	51,309	8,073	*
The Tripp Family Trust (14).....	16,145	*	16,145	0	-
The A. C. M. Tripp 1997 Liferent Trust (15).....	60,808	*	60,808	0	-
Total Shares Offered.....			3,537,882		

*Less than 1%.

(1) The named stockholder has sole voting and investment power with respect to the shares shown as being beneficially owned by it, except as otherwise indicated.

(2) David R. Gray is the adult son of Michael Maxwell Gray, a Director of McQueen. See Footnote (4).

(3) Mark J. Gray is the adult son of Michael Maxwell Gray, a Director of McQueen. See Footnote (4).

(4) The shares represented do not include shares of the Company's Common Stock owned by The Michael Maxwell Gray Family Trust and The M. M. Gray 1997 Liferent Trust, irrevocable trusts for which Michael Maxwell Gray and Patricia Ann Gray, his spouse, serve as trustees. The shares also do not include shares owned by McQueen Employee Share Ownership Trust, for which McQueen ESOT Trustees Limited serves as trustee. Michael Maxwell Gray is a trustee of McQueen ESOT Trustees Limited. Further, the shares also do not include shares owned by Patricia Ann Gray, the spouse of Michael Maxwell Gray. Michael Maxwell Gray and Patricia Ann Gray have voting and dispositive power over the shares owned by The Michael Maxwell Gray Family Trust, The M. M. Gray 1997 Liferent Trust, as well as shares owned by each other. Michael Maxwell Gray also shares voting and dispositive power over the shares owned by McQueen Employee Ownership Trust. See Footnotes (5), (6), (7) and

(11). Michael Maxwell Gray is a Director of McQueen and currently provides executive management services pursuant to a Management Contract with McQueen.

(5) The Michael Maxwell Gray Family Trust is an irrevocable trust. Michael Maxwell Gray and Patricia Ann Gray, his spouse, serve as trustees of the Trust and have voting and dispositive power over the shares owned by the Trust. See Footnotes (4) and (7).

(6) The M. M. Gray 1997 Liferent Trust is an irrevocable trust. Michael Maxwell Gray and Patricia Ann Gray, his spouse, are the trustees of the Trust, and have voting and dispositive power over the shares owned by the Trust. See Footnotes (4) and (7).

(7) Patricia Ann Gray is the spouse of Michael Maxwell Gray, a Director of McQueen. The shares represented do not include shares of the Company's Common Stock owned by The Michael Maxwell Gray Family Trust and The M. M. Gray 1997 Liferent Trust, irrevocable trusts for which Patricia Ann Gray and Michael Maxwell Gray, her spouse, serve as trustees. The shares also do not include shares owned by Michael Maxwell Gray,

the spouse of Patricia Ann Gray. Patricia Ann Gray and Michael Maxwell Gray have voting and dispositive power over the shares owned by The Michael Maxwell Gray Family Trust, The M. M. Gray 1997 Liferent Trust, as well as shares owned by each other. See Footnotes (4), (5) and (6).

(8) The shares represented include 8,073 shares of Common Stock which Thomas J. Hart has the right to acquire pursuant to currently exercisable stock options at an exercise price of \$1.24 per share. The shares represented do not include shares of the Company's Common Stock owned by The T. J. Hart Children Trust and The T. J. Hart 1997 Liferent Trust, an irrevocable trusts for which Thomas J. Hart and Jill Hart, his spouse, serve as trustees. T. J. Hart and Jill Hart have voting and dispositive power over the shares owned by The T. J. Hart Children Trust, The T. J. Hart 1997 Liferent Trust, as well as shares owned individually by Thomas J. Hart. See Footnotes (9) and (10). Thomas J. Hart is employed by the Company as the Managing Director--Call Center Services of McQueen, Limited, a subsidiary of McQueen.

(9) The T. J. Hart Children Trust is an irrevocable trust. Thomas J. Hart and Jill Hart, his spouse, serve as trustees of the Trust and have voting and dispositive power over the shares owned by the Trust. See Footnote (8)

(10) The T. J. Hart 1997 Liferent Trust is an irrevocable trust. Thomas J. Hart and Jill Hart, his spouse, are the trustees of the Trust, and have voting and dispositive power over the shares owned by the Trust. See Footnote (8).

(11) Michael Maxwell Gray is a trustee of McQueen ESOT Trustees Limited, the trustee of McQueen Employee Ownership Trust. Michael Maxwell Gray shares voting and dispositive power over the shares owned by the McQueen Employee Ownership Trust. See Footnote (4).

(12) The shares represented include 8,073 shares of Common Stock which James T. Thaden has the right to acquire pursuant to currently exercisable stock options at an exercise price of \$1.24 per share. James T. Thaden is employed by the Company as Regional Manager--Fulfillment Services.

(13) The shares represented include 8,073 shares of Common Stock which Alan Charles McDonald Tripp has the right to acquire pursuant to currently exercisable stock options at an exercise price of \$1.24 per share. The shares represented do not include shares of the Company's Common Stock owned by The Tripp Family Trust and The A. C. M. Tripp 1997 Liferent Trust, an irrevocable trusts for which Alan Charles McDonald Tripp and Kathryn Margaret Tripp, his spouse, serve as trustees. Alan Charles McDonald Tripp and Kathryn Margaret Tripp have voting and dispositive power over the shares owned by The Tripp Family Trust, The A. C. M. Tripp 1997 Liferent Trust, as well as shares owned individually by Alan Charles McDonald Tripp. See Footnotes (14) and

(15). Alan Charles McDonald Tripp is employed by the Company as the Managing Director--Manufacturing and Fulfillment Services of McQueen, Limited, a subsidiary of McQueen.

(14) The Tripp Family Trust is an irrevocable trust. Alan Charles McDonald Tripp and Kathryn Margaret Tripp, his spouse, serve as trustees of the Trust and have voting and dispositive power over the shares owned by the Trust. See Footnote (13).

(15) The A. C. M. Tripp 1997 Liferent Trust is an irrevocable trust. Alan Charles McDonald Tripp and Kathryn Margaret Tripp, his spouse, are the trustees of the Trust, and have voting and dispositive power over the shares owned by the Trust. See Footnote (13).

PLAN OF DISTRIBUTION

The distribution of the shares of Common Stock by a Selling Stockholder may be effected from time to time in one or more transactions (which may involve block transactions) in the over-the-counter market, or on the NASDAQ National Market System (or any exchange on which the Common Stock may then be listed) in negotiated transactions, through the writing of options (whether such options are listed on an options exchange or otherwise), or a combination of such methods of sale, at market prices prevailing at the time of sale, at prices related to such prevailing market prices or at negotiated prices. A Selling Stockholder may effect such transactions by selling shares to or through broker-dealers, and such broker-dealers may receive compensation in the form of underwriting discounts, concessions or commissions from a Selling Stockholder and/or purchasers of shares for whom they may act as agent (which compensation may be in excess of customary commissions). A Selling Stockholder also may pledge shares as collateral for margin accounts and such shares could be resold pursuant to the terms of such accounts.

In order to comply with certain state securities laws, if applicable, the Common Stock will not be sold in a particular state unless such securities have been registered or qualified for sale in such state or any exemption from registration or qualification is available and complied with.

The Company will not receive any of the proceeds from the sale of shares of Common Stock by the Selling Stockholders.

LEGAL MATTERS

The validity of the shares of Common Stock offered hereby will be passed upon for the Company by Foley & Lardner, Tampa, Florida.

EXPERTS

The financial statements incorporated in this Prospectus by reference from the Company's Annual Report on Form 10-K for the year ended December 31, 1997, have been audited by Coopers & Lybrand L.L.P., independent auditors, as stated in their report, which is incorporated herein by reference and have been so incorporated in reliance upon such report given upon the authority of that firm as experts in accounting and auditing. The financial statements of McQueen International Limited and subsidiaries for the years ended February 28, 1997 and 1996 incorporated in this Prospectus by reference from the Company's Annual Report on Form 10-K for the year ended December 31, 1997, have been audited by Grant Thornton, independent auditors, as stated in their report, which is incorporated herein by reference and have been so incorporated in reliance upon such report given upon the authority of that firm as experts in accounting and auditing.

NO DEALER, SALESMAN, OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS PROSPECTUS, AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN SO AUTHORIZED. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SUCH SECURITIES IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH AN OFFER OR SOLICITATION IN SUCH JURISDICTION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

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SYKES ENTERPRISES, INCORPORATED

3,537,882 SHARES

COMMON STOCK

PROSPECTUS

[April __, 1998]

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 14. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION.

The following table sets forth the fees and expenses in connection with the issuance and distribution of the securities being registered hereunder. Except for the SEC registration fee, all amounts are estimates. The Selling Stockholders will pay any transfer and sales taxes on the shares sold by them in this filing and the fees and expenses of its own counsel.

SEC registration fee.....	\$ 21,918
Accounting fees and expenses.....	5,000*
Legal fees and expenses.....	15,000*
Blue Sky fees and expenses (including counsel fees).....	0*
Printing expenses.....	1,000*
Transfer agent's and registrar's fees and expenses.....	500*
Miscellaneous expenses.....	1,000*

Total.....	\$ 44,418*
	=====

***Estimated.**

ITEM 15. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

The Registrant's Bylaws provide that the Registrant shall indemnify directors and executive officers to the fullest extent now or hereafter permitted by the Florida Act.

Section 607.0850 of the Florida Business Corporation Act (the "Florida Act") sets forth the conditions and limitations governing the indemnification of officers, directors and other persons.

Reference is made to Article 10 of the Registrant's Bylaws, a copy of which is incorporated herein by reference as Exhibit 3.2, which provides for indemnification of officers and directors of the Registrant to the full extent authorized by the aforesaid section of the Florida Act. Article 10 of the Bylaws also authorizes the Registrant to purchase and maintain insurance on behalf of any officer, director, employee, trustee or agent of the Registrant against any liability asserted against or incurred by them in such capacity or arising out of their status as such whether or not the Registrant would have the power to indemnify such officer, director, employee, trustee or agent against such liability under the provisions of such article or Florida law. Reference also is made to Article 6 of the Registrant's Articles of Incorporation, [as amended,] a copy of which is incorporated herein by reference as Exhibit 3.1, which limits a director's liability in accordance with the aforesaid section of the Florida Act.

The Registrant has entered into Indemnification Agreements with its executive officers and directors, a form of which is incorporated herein by reference as Exhibit 10.1. These Indemnification Agreements provide that the executive officers and directors will be indemnified to the fullest extent permitted by law against all expenses (including attorneys' fees), judgments, fines and amounts paid or incurred by them for settlement in any action or proceeding, including any derivative action, on account of their service as a director or officer of the Company or of any subsidiary of the Company or of any other company or enterprise in which they are serving at the request of the Company. No indemnity will be provided to any director or officer under these agreements on account of conduct which is finally adjudged to be knowingly fraudulent or deliberately dishonest or willful misconduct. In addition, no indemnification will be provided if there is a final adjudication that such indemnification is not lawful, or in respect of any suit in which judgment is rendered against a director or officer for an accounting of profits made from a purchase or sale of securities of the Company in violation of Section 16(b) of the Securities Exchange Act of 1934, or of any similar

statutory law, or on account of any compensation paid to a director or officer which is adjudicated to have been in violation of law, and in certain other circumstances.

The agreements bind the Company to provide indemnification to directors and officers whether or not the Company maintains directors' and officers' liability insurance coverage and regardless of any future changes in the Bylaws, although the agreements require the Company to use reasonable efforts to obtain and maintain such insurance.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

EXHIBIT NUMBER	DESCRIPTION
4.1	Registration Rights Agreement, dated December 31, 1997, among [DESCRIBE], and Sykes Enterprises, Incorporated (filed herewith)
5	Opinion of Foley & Lardner as to the legality of the shares of Common Stock being registered (filed herewith)
23.1	Consent of Foley & Lardner (contained in its opinion filed herewith as Exhibit 5 and incorporated herein by reference)
23.2	Consent of Coopers & Lybrand L.L.P. (filed herewith)
23.3	Consent of Grant Thornton (filed herewith)
24.1	Power of Attorney (found in Part II on Page II-4)
24.2	Certified Resolutions of the Board of Directors authorizing Power of Attorney (filed herewith)

ITEM 17. UNDERTAKINGS

The undersigned 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;

(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 (i) and (ii) above 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 Sections 13 or 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus 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 the securities being registered which remain unsold at the termination of the offering.

The undersigned 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 Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Act of 1934) 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.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the 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 Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.

(2) For the purposes of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Tampa, and State of Florida, on this 31st day of March, 1998.

SYKES ENTERPRISES, INCORPORATED

By: /s/ Scott J. Bendert

Scott J. Bendert
Sr. Vice President--Finance, Treasurer, and Chief
Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated. Each person whose signature appears below constitutes and appoints Scott J. Bendert and John L. Crites, Jr., and each of them individually, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement and any and all Registration Statements filed pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or either of them, may lawfully do or cause to be done by virtue hereof.

Signature -----	Title -----	Date ----
/s/ John H. Sykes ----- John H. Sykes	Chairman of the Board, President, Chief Executive Officer and Director (Principal Executive Officer)	March 31, 1998
/s/ Scott J. Bendert ----- Scott J. Bendert	Sr. Vice President--Finance, Treasurer, and Chief Financial Officer (Principal Financial and Accounting Officer)	March 31, 1998
/s/ Gordon H. Loetz ----- Gordon H. Loetz	Executive Vice President, Chief Operating Officer and Director	March 31, 1998
/s/ Furman P. Bodenheimer, Jr. ----- Furman P. Bodenheimer, Jr.	Director	March 31, 1998
/s/ John D. Gannett, Jr. ----- John D. Gannett, Jr.	Director	March 31, 1998
/s/ H. Parks Helms ----- H. Parks Helms	Director	March 31, 1998
/s/ Ernest J. Milani ----- Ernest J. Milani	Director	March 31, 1998
/s/ Adelaide A. Sink ----- Adelaide A. Sink	Director	March 31, 1998
/s/ R. James Stroker ----- R. James Stroker	Director	March 31, 1998

EXHIBIT 4.1

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement") dated as of December 31, 1997, is entered into by and among SYKES ENTERPRISES, INCORPORATED, a Florida corporation ("SEi"), and the undersigned shareholders (each, a "Seller," and collectively, the "Sellers") of McQueen International Limited, a limited liability corporation organized and existing under Scots law (the "Company").

WHEREAS, this Agreement is made in connection with the sale by the Sellers of all the outstanding share capital and options to acquire share capital (the "Shares") of the Company to SEi pursuant to the Acquisition Agreement dated December 31, 1997 by and among SEi and the Sellers (the "Acquisition Agreement");

WHEREAS, in order to induce the Sellers to enter into the Acquisition Agreement, SEi has agreed to provide the Sellers with the registration rights set forth in this Agreement; and

WHEREAS, the execution and delivery of this Agreement is a condition to the sale of the Shares to the Buyer.

NOW, THEREFORE, in consideration of these premises and the mutual promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS.

Closing: The closing of the transactions contemplated by the Acquisition Agreement.

Common Stock: The common stock, par value \$.01 per share, of SEi.

Date of Issuance: The Closing Date (as defined in the Acquisition Agreement).

Holder: A Seller so long as such Seller owns any Registrable Securities and any of such Seller's respective successors and assigns who acquire rights in accordance with this Agreement with respect to Registrable Securities directly or indirectly from such Seller, or from such other successor and assign, and who agree in writing, in form and substance satisfactory to SEi, to be bound hereby.

Registration Expenses: Any and all reasonable expenses actually incurred incident to performance of or compliance with this Agreement other than underwriting discounts and commissions and transfer taxes, if any, but including up to \$5,000 in the aggregate of the legal expenses of the Holders incurred with respect to the registration of Registrable Securities.

Registrable Securities: The shares constituting the Subject Common Stock; provided, however, that specific shares of the Subject Common Stock shall not be Registrable Securities if and to the extent that (i) a Registration Statement with respect to such shares of Subject Common Stock shall have been declared effective under the Securities Act and such shares of Subject Common Stock shall have been disposed of in accordance with such Registration Statement, (ii) such shares of Subject Common Stock shall have been distributed to the public in accordance with Rule 144 (or any successor provision) promulgated under the Securities Act, (iii) such shares of Subject Common Stock shall have been otherwise transferred in accordance with the provisions of this Agreement and the Acquisition Agreement, and new certificates for them not bearing a legend restricting further transfer shall have been delivered by SEi, or (iv) the transfer of such shares of Subject Common Stock is prohibited by Section 5.5(g) of the Acquisition Agreement.

Registration Statement: Any registration statement of SEi filed with the SEC which provides for the registration for sale or other transfer of the Registrable Securities (in whole or in part), including the prospectus included therein, all amendments and any supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

Requisite Holder(s): The Holder or Holders of at least an aggregate of 400,000 shares of Registrable Securities then outstanding (computed as of the date of this Agreement as adjusted for stock splits, stock dividends, combinations and similar transactions).

SEC: The United States Securities and Exchange Commission.

Securities Act: The Securities Act of 1933, as amended from time to time, or any successor statute, and the rules and regulations of the SEC thereunder, all as in effect at the time.

Subject Common Stock: The shares of Common Stock issued to the Sellers pursuant to the Acquisition Agreement and any additional shares of Common Stock or shares of any other security of SEi issued in respect of such shares, by way of stock splits, stock dividends, or otherwise.

2. REGISTRATION UNDER THE SECURITIES ACT

(a) REGISTRATION ON DEMAND.

(i) Request for Registration. At any time during the period beginning on the sixtieth day after the Date of Issuance and ending on the first anniversary of the Date of

Issuance and subject to Sections 2(c) and 2(d), the Requisite Holder(s) may, by written notice to SEi, require SEi to effect the registration under the Securities Act of Registrable Securities (a "Demand Registration"). The notice requesting a Demand Registration shall specify the method of distribution of the Registrable Securities to be covered. Upon receipt of such notice, SEi will promptly give written notice of such requested registration (a "Section 2(a) Notice") to any and all other Holders who hold of record any Registrable Securities and thereupon will file a Registration Statement in form and scope sufficient to permit, under the Securities Act and any other applicable law and regulations, all of the Registrable Securities of such Holder or Holders (to the extent requested) to be registered in accordance with the methods of distribution specified in such requests (the "Demand Registration Statement"). SEi shall use its best efforts to have the Demand Registration Statement declared effective as promptly as practicable (but in no event later than 120 days after such request), providing for the sale of all of such Holder's or Holders' Registrable Securities (to the extent requested), and to keep the Demand Registration Statement continuously effective until the first anniversary of the Date of Issuance or, if shorter, until such time as all the Registrable Securities covered by the Demand Registration Statement have been sold pursuant thereto. The Demand Registration Statement shall provide for the registration under the Securities Act of:

(A) the Registrable Securities which SEi has been so requested to register by such Holder or Holders, and

(B) all other Registrable Securities which SEi has been requested to register by any other Holders of Registrable Securities by written request (specifying the intended method of distribution thereof) given to SEi within 15 days after the giving of the Section 2(a) Notice.

SEi may on one occasion only postpone filing a Demand Registration Statement under this Section 2(a) for a reasonable period (not in excess of 75 days) if in its reasonable judgment such filing would require the disclosure of material information that SEi has a bona fide business purpose for preserving as confidential. SEi shall be obligated to effect a Demand Registration pursuant to this Section 2(a) only once.

(ii) Registration Statement Form. Registrations under this Section 2(a) shall be on such appropriate registration forms of the SEC as shall be selected by SEi, be reasonably acceptable to the Holder or Holders who are the registered holders of at least a majority of the Registrable Securities to be registered pursuant to this Section 2(a) and permit the disposition of Registrable Securities in accordance with the intended method or methods of disposition specified in the requests for registration relating thereto.

(iii) Expenses. SEi shall pay all Registration Expenses in connection with the registration pursuant to this Section 2(a) and the Holder or Holders requesting registration pursuant to this Section 2(a) shall pay all underwriting discounts and commissions, any transfer taxes and any expenses of counsel for any Holder or Holders not expressly included in

Registration Expenses relating to the sale or disposition of such Holder's Registrable Securities pursuant to such Registration Statement.

(iv) Effective Registration Statement. A Demand Registration requested pursuant to Section 2(a) hereof will not be deemed to have been effected unless it has been declared effective by the SEC and not less than eighty-five percent (85%) of the Registrable Securities covered thereby are sold in accordance with the terms and conditions set forth therein; provided, however that if a Demand Registration does not become effective solely by reason of any act or omission on the part of the Holder or Holders requesting such Demand Registration, such Demand Registration shall nevertheless fulfill SEi's obligations under this Section 2(a) to effect a Demand Registration; provided further, however, that if, after it has been declared effective, the offering of Registrable Securities pursuant to such registration is interfered with by a stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such registration will be deemed not to have become effective or to have been effected.

(v) Selection of Underwriter. If any of the Registrable Securities covered by the Demand Registration are to be sold in an underwritten offering, SEi shall select the underwriter or underwriters in its sole discretion. SEi and the Holders will take all reasonable steps to cooperate with the underwriter or underwriters so selected to conduct the offering in a manner customary for such underwritten offering, including without limitation entering into an underwriting agreement with such underwriters.

(vi) Registration Not Required. Notwithstanding the other provisions of Section 2(a), SEi shall not be required to effect a Demand Registration under this Section 2(a):

(A) after SEi has delivered notice of a Piggyback Registration pursuant to Section 2(b) and for so long as such Piggyback Registration is pending, regardless of whether any notice requesting a Demand Registration has been sent pursuant to Section 2(a) prior to such notice of a Piggyback Registration; provided that in the event such Piggyback Registration is no longer pending, the Requisite Holder(s) may, by written notice to SEi, require a Demand Registration and, upon receipt of such notice, SEi shall use its best efforts to have a Demand Registration Statement declared effective as promptly as practicable (but in no event later than the later of (i) 120 days after the original request for a Demand Registration, and (ii) 45 days after the second request for a Demand Registration if the Demand Registration Statement is not reviewed by the SEC or 75 days after the second request for a Demand Registration if the Demand Registration Statement is reviewed by the SEC.

(B) for Registrable Securities owned by any Holder that did not, by delivering the requisite notice, exercise its right to register such Registrable Securities in a Piggyback Registration when so offered by SEi under Section 2(b), if such Holder could have participated to the extent requested (subject to Section 2(c)) in such Piggyback Registration on a firm commitment underwriting basis on customary terms without any obligation to

indemnify except with respect to information provided in writing by such Holder with respect to such Holder; or

(C) if the Demand Registration covers Registrable Securities with an aggregate market value of less than \$250,000 or which represent less than a majority of the Registrable Securities then outstanding.

(b) PIGGYBACK REGISTRATIONS.

(i) Right to Piggyback. Subject to Sections 2(c) and 2(d) hereof, if at any time prior to the first anniversary of the Date of Issuance SEi proposes to file a Registration Statement under the Securities Act with respect to any offering of the Common Stock by SEi for its own account and/or on behalf of any of its security holders (other than (i) a registration on Form S-8 or S-4 or any successor form, (ii) a registration relating to a transaction subject to Rule 145 under the Securities Act, or (iii) any registration of securities as it relates to an offering and sale to management of SEi pursuant to any employee stock plan or other employee benefit plan arrangement) then, as soon as practicable (but in no event less than twenty (20) days prior to the proposed date of filing such Registration Statement), SEi shall give written notice (including the proposed offering price or range of offering prices, the type and amount of securities proposed to be registered, proposed distribution arrangements and the name of the managing underwriter) of such proposed filing to the Holders, and such notice shall offer the Holders the opportunity to register such number of Registrable Securities as the Holders may request (a "Piggyback Registration"). Subject to subsection 2 (d), SEi shall include in such Registration Statement all Registrable Securities requested within fifteen (15) days after the receipt of any such notice (which request shall specify the Registrable Securities intended to be disposed of by the Holders to be included in the registration for such offering pursuant to a Piggyback Registration), provided, however, that if, at any time after giving written notice of its intention to register Common Stock and prior to the effective date of the Registration Statement filed in connection with such registration, SEi shall determine for any reason not to register or to delay registration of the Common Stock to be registered for sale by SEi, SEi may, at its election, give written notice of such determination to the Holder of Registrable Securities and, thereupon, (i) in the case of a determination not to register, shall be relieved of its obligation to register any Registrable Securities in connection with such registration (but not from its obligation to pay the Registration Expenses in connection therewith), and (ii) in the case of a determination to delay registering, shall be permitted to delay registering any Registrable Securities, on one occasion only for a reasonable period (not in excess of 75 days) if in its reasonable judgment such filing would require the disclosure of material information that SEi has a bona fide business purpose for preserving as confidential.

(ii) Piggyback Expenses. The Registration Expenses of the Holders of Registrable Securities will be paid by SEi in a Piggyback Registration. Underwriting discounts and commissions and transfer taxes, if any, incurred with respect to the Registrable Securities shall be borne by the Sellers.

(c) **UNDERWRITER'S CUTBACK.** Notwithstanding Sections 2(a) and 2(b), if a Piggyback Registration is an underwritten offering being made on behalf of SEi, and the managing underwriter or underwriters advise SEi in writing that in their opinion the number of shares of Common Stock requested to be included in such registration exceeds the number which can be sold in such offering or would be reasonably likely to adversely affect the price or distribution of the Common Stock offered in such offering or the timing thereof, then the shares of Common Stock to be included in such registration shall be the number of shares of Common Stock, adjusted on a pro rata basis, that, in the opinion of such underwriter or underwriters, can be sold without an adverse effect on the price, timing or distribution of the Common Stock to be included.

(d) **REGISTRATION NOT REQUIRED.** Notwithstanding Sections 2(a) and 2(b), in the event the Holder or Holders request that any of the Registrable Securities covered by this Agreement be sold in an underwritten offering or otherwise request registration pursuant to this Agreement, SEi shall not be required to take the action required or contemplated herein to accommodate or permit such underwritten offering or other registration of the shares subject to the request if SEi has provided to the requesting Holders an unqualified opinion of counsel knowledgeable in Securities Act matters to the effect that all of such Registrable Securities may immediately be sold by such Holders in a brokered transaction under Rule 144 during any ninety (90) day period without registration under the Securities Act and applicable state securities laws.

3. HOLD-BACK AGREEMENTS.

(a) **RESTRICTIONS ON PUBLIC SALE BY THE HOLDERS.** In the event Registrable Securities are covered by a Registration Statement filed pursuant to Section 2 of this Agreement, the Holders agree not to effect any public sale or distribution of Common Stock, including a sale pursuant to Rule 144 under the Securities Act, during the 15-day period prior to, and during the 90-day period beginning on, the effective date of such Registration Statement (except pursuant to such Registration Statement), if, and then only to the extent, so requested in writing by SEi, in the case of a non-underwritten public offering, or by the managing underwriter or underwriters, in the case of an underwritten offering.

(b) **RESTRICTIONS ON PUBLIC SECURITY SALE BY SEI.** SEi agrees not to make any filing to register and agrees not to effect or offer to effect any public sale or distribution of or purchase any security (other than any such sale or distribution of such Common Stock in connection with any transaction subject to Rule 145 under the Securities Act or in connection with offers and sales to employees under employee benefit plans) during the 15-day period prior to, and during the 90-day period beginning on, the effective date of any Registration Statement filed pursuant to Section 2(a) hereof.

4. **REGISTRATION PROCEDURES.** In connection with SEi's obligations under Section 2 hereof, SEi shall use its best efforts to effect or cause to be effected the registration of the Registrable

Securities under the Securities Act to permit offers and sales in accordance with the intended method or methods of distribution thereof. SEi may require the Holders to use their best efforts to furnish to SEi such information regarding the distribution of the Registrable Securities as SEi may from time to time reasonably request in writing. SEi further agrees to (i) furnish Holders for whom shares are registered such number of copies of the Registration Statement, a prospectus, a preliminary prospectus, and amendments thereto, if applicable, as such Holders may reasonably request; (ii) enter into customary agreements, including an underwriting agreement (which shall include the indemnification and contribution provisions under Section 5 or similar provisions), and to make customary representations to any underwriters with respect to the registration statement; (iii) make available to any underwriters its offices and records as reasonably requested for the purpose of allowing the underwriters to conduct a customary "due diligence" investigation; (iv) cooperate with the underwriter or underwriters in making any filing or submissions (including information filed therewith) required to be made with the National Association of Securities Dealers, Inc., and (v) list the shares registered on such Holder's or Holders' behalf on the exchange or quotation system on which the SEi Common Stock is at the time listed. During periods in which a Registration Statement is effective and during which the Holders must deliver a prospectus to comply with the prospectus delivery requirements of the Securities Act, SEi agrees (i) to notify each Holder of the occurrence of an event which causes the prospectus or, in the absence of a prospectus, the preliminary prospectus included in such Registration Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein not misleading in light of the circumstances in which they were made, and (ii) upon the occurrence of any such event, to supplement or amend such prospectus or preliminary prospectus as soon as reasonably practicable so that such prospectus or preliminary prospectus does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein to make the statements therein not misleading in light of the circumstances in which they were made.

5. INDEMNIFICATION.

(a) SEi agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities and (as applicable) its officers and directors and each person or entity who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses caused by any untrue or alleged untrue statement of material fact contained in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (in the case of a prospectus, always in light of the circumstances under which the statements are made) except insofar as the same are caused by or contained in any information furnished in writing to SEi by such Holder or its affiliate expressly for use therein or by such Holder's failure to deliver a copy of the registration statement or prospectus or any amendments or supplements thereto after SEi has furnished such Holder with a sufficient number of copies of the same. In connection with an underwritten offering, SEi will indemnify such underwriters,

their officers and directors and each person or entity who controls such underwriters (within the meaning of the Securities Act) to the same extent as provided above with respect to the indemnification of the Holders of Registrable Securities.

(b) In connection with any Registration Statement in which a Holder of Registrable Securities is participating, each such Holder will furnish to SEi in writing such information and affidavits as SEi reasonably requests for use in connection with any such Registration Statement or prospectus and, to the extent permitted by law, will indemnify SEi, its directors and officers and each person or entity who controls SEi (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses resulting from any untrue or alleged untrue statement of material fact contained in the Registration Statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (in the case of a prospectus, always in light of the circumstances under which the statements are made) but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder or its affiliate; provided that the obligation to indemnify will be several, not joint and several, among such Holders of Registrable Securities and the liability of each such Holder of Registrable Securities in the event that more than one Holder is liable will be in proportion to and limited to the net amount received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any person or entity entitled to indemnification hereunder will (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification; provided, however, that failure to give such notice will not prejudice such person's or entity's right to indemnification from the indemnifying party, except as to any losses suffered by such person or entity which are attributable to such person's or entity's failure to promptly give such notice to such indemnifying party and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. The indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim.

(d) The indemnification provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person or entity of such indemnified party and will survive the transfer of securities and the termination of this Agreement. SEi also agrees to make such

provisions as are reasonably requested by any indemnified party for contribution to such party in the event SEi's indemnification is unavailable or unenforceable for any reason.

6. OTHER AGREEMENTS.

(a) REGULATION S OFFERING. The Sellers agree that none of the Registrable Securities will be offered for sale pursuant to Regulation S (as promulgated by the SEC) without the prior written consent of SEi.

(b) MARKET SUPPORT. The parties to this Agreement hereby agree to constructively put forth a plan for consideration of marketing support for the Registrable Securities.

7. MISCELLANEOUS.

(a) NO INCONSISTENT AGREEMENTS. SEi has not entered into and will not on or after the date of this Agreement enter into any agreement with respect to the Common Stock which is inconsistent with the rights granted in this Agreement to the Sellers or which otherwise conflicts with the provisions hereof.

(b) AMENDMENTS AND WAIVERS. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless (i) SEi has obtained the written consent of the Holders to such amendment, modification, or supplement or (ii) SEi has obtained from each Holder a waiver or consent to such departure.

(c) NOTICES. All notices, requests, demands and other communications (collectively, "Notices") that are required or may be given under this Agreement shall be in writing. All Notices shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopier or similar device, immediately upon sending, provided notice is sent on a business day during the hours of 9:00 a.m. and 6:00 p.m. at the location of the party receiving the Notice, but if not, then immediately upon the beginning of the first business day after being sent; if by FedEx, Express Mail or any other reputable overnight delivery service, three business days after being placed in the exclusive custody and control of said courier; and if mailed by certified mail, return receipt requested, ten business days after mailing. Notwithstanding the foregoing, with respect to any Notice given or made by telecopier or similar device, such Notice shall not be effective unless and until (i) the telecopier or similar advice being used prints a written confirmation of the successful completion of such communication by the party sending the Notice, and (ii) a copy of such Notice is deposited in first class mail to the appropriate address for the party to whom the Notice is sent. In addition, notwithstanding the foregoing, a Notice of a change of address by a party hereto shall not be effective until received by the party to whom such Notice of a change of address is sent. All Notices are to be given or made to the parties at the following

addresses (or to such other address as either party may designate by Notice in accordance with the provisions of this Section):

(i) if to the Holders, at the address set forth in the Acquisition Agreement, or at the most current address given by the Holders to SEi by means of a notice given in accordance with the provisions of this Section 7(c).

(ii) if to SEi, at the address set forth in the Acquisition Agreement, or at the most current address given by SEi to the Sellers by means of a notice given in accordance with the provisions of this Section 7(c).

(d) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(e) HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

(g) SEVERABILITY. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(h) SUCCESSORS AND ASSIGNS. All covenants and agreements in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective permitted successors and assigns of the parties hereto whether so expressed or not. In addition, whether or not any express assignment has been made, the provisions of this Agreement which are for the benefit of purchasers or other permitted Holders of Registrable Securities are also for the benefit of, and enforceable by, any subsequent permitted Holder of Registrable Securities. The registration rights of the Holders under this Agreement may be transferred to any transferee who lawfully acquires at least fifteen thousand (15,000) shares of the Registrable Securities; provided, however, that SEi is given written notice by the Holder at the time of such transfer stating the name and address of the transferee and identifying the securities with respect to which the rights under this Agreement are being assigned; and provided further, that such transferee is a person who is reasonably satisfactory to SEi and executes an agreement in writing agreeing to be bound by the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SYKES ENTERPRISES, INCORPORATED

By: /s/ Julian Voge

Julian Voge, Esq., Attorney-In-Fact
acting pursuant to a Power of
Attorney dated December 24, 1997

SELLERS:

/s/ Michael Maxwell Gray

Michael Maxwell Gray

TRUSTEES OF MICHAEL MAXWELL GRAY

/s/

Print Name: _____

Title: _____

/s/Patricia Anne Gray

Patricia Anne Gray

/s/ Mark J. Gray

Mark J. Gray

/s/David R. Gray

David R. Gray

**IBJ SCHRODER BANK AND TRUST COMPANY, as
Trustee for the Rand McNally Earn Out Trust**

/s/

Print Name: _____

Title: _____

ADOBE INCENTIVE PARTNERS, L.P.

By: ADOBE SYSTEMS, INC., as General Partner

By: /s/

Its: _____
Title: _____

/s/ Alan Charles MacDonald Tripp

Alan Charles MacDonald Tripp

/s/ Thomas J. Hart

Thomas J. Hart

/s/James T. Thaden

James T. Thaden

MCQUEEN ESOT TRUSTEES LIMITED

/s/

Print Name: _____
Title: _____

**THE TRUSTEES OF M M GRAY'S 1997
LIFERENT TRUST**

/s/

Print Name: _____
Title: _____

**THE TRUSTEES OF T J HART'S 1997
LIFERENT TRUST**

/s/

Print Name: -----
Title: -----

THE TRUSTEES OF T J HART'S CHILDREN'S TRUST

/s/

Print Name: -----
Title: -----

THE TRUSTEES OF THE TRIPP FAMILY TRUST

/s/

Print Name: -----
Title: -----

**THE TRUSTEES OF A C M TRIPP'S 1997
LIFERENT TRUST**

/s/

Print Name: -----
Title: -----

EXHIBIT 5

**FOLEY & LARDNER
ATTORNEYS AT LAW
POST OFFICE BOX 3391
TAMPA, FLORIDA 33601-3391
100 NORTH TAMPA STREET, SUITE 2700 33602-5804
TELEPHONE (813) 229-2300
FACSIMILE (813) 221-4210**

March 30, 1998

Sykes Enterprises, Incorporated
100 North Tampa Street, Suite 3900
Tampa, Florida 33602

RE: Registration Statement on Form S-3

Ladies and Gentlemen:

This opinion is being furnished in connection with the Registration Statement on Form S-3 (the "Registration Statement"), of Sykes Enterprises, Incorporated (the "Company"), under the Securities Act of 1933, as amended (the "Act"), for the registration of 3,537,882 shares of common stock, par value \$.01 the "Shares").

As counsel for the Company, we have examined and are familiar with the Articles of Incorporation and Bylaws of the Company; (a) the proceedings of the Board of Directors of the Company relating to the issuance of the Shares; and (b) such other Company records, documents and matters of law as we have deemed to be pertinent.

Based upon our examination of such documents and our familiarity with such proceedings, it is our opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the State of Florida.
2. The Shares are duly authorized, validly issued, fully paid and nonassessable.

We hereby consent to the inclusion of this opinion as Exhibit 5 in the Registration Statement and to the reference to this firm under the caption "Legal Matters" in the prospectus. In giving this consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Act or the rules or regulations of the Securities and Exchange Commission promulgated thereunder.

FOLEY & LARDNER

By /s/ Martin A. Traber

Martin A. Traber

EXHIBIT 23.2

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in this registration statement of Sykes Enterprises, Incorporated on Form S-3 of our report dated March 6, 1998, on our audits of the consolidated financial statements of Sykes Enterprises, Incorporated and subsidiaries as of December 31, 1997, and for the year ended December 31, 1997, which report is in the Annual Report on Form 10-K for the year ended December 31, 1997. Separate financial statements of McQueen International Limited included in the 1995 and 1996 restated consolidated statements of income and cash flows were audited and reported on separately by other auditors. We also consent to the reference to our firm under the caption "Experts."

Tampa, Florida

April 3, 1998

EXHIBIT 23.3

Consent of Independent Accountants

We consent to the incorporation by reference in this registration statement of Sykes Enterprises, Incorporated on Form S-3 our report dated February 18, 1998 accompanying the financial statements of McQueen International Limited and subsidiaries for the years ended February 28, 1997 and 1996 included in the Annual Report on Form 10-K of Sykes Enterprises, Incorporated as of and for the year ended December 31, 1997. We also consent to the reference to our firm under the caption "Experts."

GRANT THORNTON

Edinburgh
United Kingdom
April 3, 1998

EXHIBIT 24.2

CERTIFICATE OF SECRETARY

THE UNDERSIGNED, MARGERY BASS, Secretary of SYKES ENTERPRISES, INCORPORATED (the "Corporation"), hereby certify that the following resolutions were adopted by the Board of Directors of the Corporation pursuant to a unanimous written consent, effective March 25, 1998, and remain in full force and effect:

RESOLVED, that the signing of the Registration Statement relating to the registration of shares of the Company's Common Stock issued to the former Quotasholders of McQueen International Limited, a limited liability company organized under the laws of Scotland, as required by the rules and regulations of the Commission on behalf of the Corporation by either the Chief Executive Officer and the Chief Financial Officer, and each director, with additions to, changes in, or deletions from the Registration Statement as such officers and as such directors may deem necessary or advisable is hereby authorized and approved (such signing to be conclusive evidence that the officers and directors signing the same consider such additions, changes, or deletions necessary or advisable); provided, however, that each of the officers and directors of this Corporation is authorized to sign the Registration Statement and any amendment thereto (either on behalf of this Corporation, or as an officer, director, or otherwise) through Scott J. Bendert and John L. Crites, Jr., or any one of them, as duly authorized attorney or attorneys-in-fact; and it is

RESOLVED, that each officer or director who may be required to sign the Registration Statement or any amendments, exhibits, or other documents related thereto (whether for and on behalf the Corporation, or in any other capacity) hereby is authorized to execute a power of attorney constituting and appointing Scott J. Bendert and John L. Crites, Jr., or any one of them, his true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him and in his name, place, and stead, in any and all capacities, to sign any and all pre- or post-effective amendments to the Registration Statement, and to file the same with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, or their or his substitutes, may lawfully do or cause to be done by virtue hereof.

DATED: March 27, 1998

/s/ Margery Bass

MARGERY BASS

End of Filing

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