

COMPUTER TASK GROUP INC

Filed by

COMPUTER TASK GROUP INC STOCK EMPLOYEE COMPENSATION TRUST

FORM SC 13D/A

(Amended Statement of Beneficial Ownership)

Filed 11/02/07

Address 800 DELAWARE AVE

BUFFALO, NY 14209

Telephone 7168828000

CIK 0000023111

Symbol CTGX

SIC Code 7371 - Computer Programming Services

Industry Software & Programming

Sector Technology

Fiscal Year 12/31

SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934 (Amendment No. 9)*

COMPUTER TASK GROUP, INCORPORATED (Name of Issuer)

Common Stock, Par Value \$.01 Per Share

205477 10 2 (CUSIP Number)

Peter P. Radetich, Esq. General Counsel and Secretary Computer Task Group, Incorporated 800 Delaware Avenue Buffalo, New York 14209 Tel. 716-882-8000 Fax. 716-887-7370

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 31, 2007 (Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [].

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

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

SCHEDULE 13D

CUSIP No. 205477102

Name of Reporting Person
 S.S. or I.R.S. Identification No. of Above Person:

Computer Task Group, Incorporated Stock Employee Compensation Trust Thomas R. Beecher, Trustee I.R.S. Id No. 16-1453664

- 2. Check the Appropriate Box if a Member of a Group (a) [] (b) []
- 3. SEC Use Only:
- 4. Source of Funds: SC
- 5. Check Box If Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e) [].
- 6. Citizenship or Place of Organization: New York
- 7. Sole Voting Power: 3,401,362
- 8. Shared Voting Power: -0-
- 9. Sole Dispositive Power: -0-
- 10. Shared Dispositive Power: 3,401,362
- 11. Aggregate Amount Beneficially Owned by Each Reporting Person: 3,401,362
- 12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares []
- 13. Percent of Class Represented by Amount in Row (11): 17.2
- 14. Type of Reporting Person: EP, 00

SCHEDULE 13D

Item 1. Security and Issuer.

Item 1 is hereby amended and restated as follows:

This amendment No. 9 amends the statement on Schedule 13D (the "Statement") filed on May 12, 1994 with the Securities and Exchange Commission (the "SEC"), as previously amended by the following amendments:

- (1) Amendment No. 1 filed with the SEC on December 14, 1994;
- (2) Amendment No. 2 filed with the SEC on August 26, 1997;
- (3) Amendment No. 3 filed with the SEC on May 21, 1998;
- (4) Amendment No. 4 filed with the SEC on May 21, 1999;
- (5) Amendment No. 5 filed with the SEC on November 8, 1999;
- (6) Amendment No. 6 filed with the SEC on October 10, 2003;
- (7) Amendment No. 7 filed with the SEC on February 2, 2006; and
- (8) Amendment No. 8 filed with the SEC on March 19, 2007;

by the person named in Item 2 of the Statement relating to the Common Stock, \$.01 par value (the "Common Stock") of Computer Task Group, Incorporated, a New York corporation (the "Issuer" or "CTG"). The principal executive offices of the Issuer are located at 800 Delaware Avenue, Buffalo, New York 14209.

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

Item 6 is amended by the addition of the following information.

The original Trust Agreement provides that, subject to the terms of the agreement, the Trust will terminate upon the first to occur of (a) the date when the Trust no longer holds any assets, (b) May 3, 2004, or (c) the date specified in a written notice of termination given by the Board of Directors to the Trustee. The Trust Agreement also provides that if the Trust terminates (other than upon a Change of Control as defined in the Trust Agreement), the Compensation Committee of the Board of Directors shall direct the Trustee to sell some or all of the assets of the Trust, and that thereafter the proceeds of any sale of the remaining assets in the Trust shall be distributed as directed by the Committee to the Plans (as defined in the Trust Agreement), used to pay off loans of CTG to the Trust that are then outstanding, or returned to CTG as directed by the Committee in its discretion.

The Committee has not given the Trustee any direction concerning disposition of the assets of the Trust after a termination of the Trust. Rather, CTG has used the Trust for its stated purposes during the period after May 3, 2004.

The Trust Agreement provides that, except as otherwise provided in the agreement, the Board of Directors may amend the Trust at any time, and from time to time, in any manner the Board deems desirable, except that no amendment may change the duties of the Trustee without

the Trustee's consent, which may not be unreasonably withheld. The Trust Agreement also provides that the Board of Directors shall retain the power under all circumstances to clarify any ambiguities or similar issues of interpretation under the Trust Agreement.

On October 31, 2007, CTG and the Trustee entered into an Amendment to the Trust Agreement for the Trust (the "Amendment"). The Amendment amends the termination provision of the Trust Agreement to provide that the Trust will terminate on the earlier of (a) the date when the Trust no longer holds assets, (b) May 3, 2014, and (c) the date specified in a written notice of termination given by the Board of Directors to the Trustee.

The Amendment provides that it is effective as of May 3, 2004. The Amendment also provides that it is the intent of CTG and the Trustee that the Trust will be considered to have continued without termination during the period from May 3, 2004 through the date of the Amendment, but if the Trust is considered to have terminated on May 3, 2004, then

- (a) the Trust is re-formed and reinstated as of May 3, 2004 and all provisions of the Trust Agreement as amended with respect to the termination date apply to the Trust as re-formed and reinstated on May 3, 2004,
- (b) the Trustee is directed to continue to hold the assets of the Trust under the terms of the Trust Agreement as amended, and
- (c) all acts taken by or on behalf of the Trust by the Trustee and CTG during the period from May 3, 2004 through the date of the Amendment that were in compliance with the terms of the Trust Agreement prior to the date of the Amendment (without giving effect to the May 3, 2004 termination date) are ratified and approved.

A copy of the Amendment is filed with this amendment to Schedule 13D as an Exhibit, and the foregoing summary description of the Amendment is qualified in its entirety by reference to the complete terms of the Amendment.

On October 31, 2007, the Issuer and the Trustee also entered into a First Amendment to Agreement of Representation and Indemnity (the "Representation Amendment"). The Representation Amendment generally provides that the original Representation Agreement and the indemnification of the Trustee provided for in the Representation Agreement will apply during the period between May 3, 2004 and the date of the Amendment and during the extended period of the Trust as provided for in the Amendment.

A copy of the Representation Amendment is filed with this amendment to Schedule 13D as an Exhibit, and the foregoing summary description of the Representation Amendment is qualified in its entirety by reference to the complete terms of the Representation Amendment.

Item 7. Material to be filed as Exhibits.

The following documents are filed as exhibits to this amendment to Schedule 13D:

- 99.1. Amendment to Trust Agreement for Stock Employee Compensation Trust, dated October 31, 2007, between Computer Task Group, Incorporated and Thomas R. Beecher, Jr. as Trustee.
- 99.2 First Amendment to Agreement of Representation and Indemnity, dated October 31, 2007, between Computer Task Group, Incorporated and Thomas R. Beecher, Jr. as Trustee.

Signature

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

Dated: November 2, 2007 COMPUTER TASK GROUP, INCORPORATED STOCK EMPLOYEE COMPENSATION TRUST

By: /s/ Peter P. Radetich
Peter P. Radetich
Attorney for Thomas R. Beecher, Jr.,
Trustee of the
Computer Task Group, Incorporated
Stock Employee Compensation Trust

COMPUTER TASK GROUP, INCORPORATED

Amendment to Trust Agreement for Stock Employee Compensation Trust

AMENDMENT, dated October 31, 2007, to Trust Agreement, dated May 3, 1994, between Computer Task Group, Incorporated, a New York corporation (the "Company"), and Thomas R. Beecher, Jr. (the "Trustee") as trustee, (the "Trust Agreement"). All capitalized terms contained in this Amendment that are not specifically defined in this Amendment shall have the meanings provided in the Trust Agreement.

RECITALS

Section 8.2 of the Trust Agreement provides that, subject to the terms of that section, the Trust shall terminate upon the earlier to occur of (a) the date the Trust no longer holds any assets, (b) May 3, 2004, or (c) the date specified in a written notice of termination given by the Board of Directors to the Trustee. Section 8.2 of the Trust Agreement also provides that if the Trust terminates (other than upon a Change of Control), the Committee shall direct the Trustee to sell some or all of the assets in the Trust, and that thereafter the proceeds of any sale and the remaining assets in the Trust shall be distributed as directed by the Committee to the Plans, used to pay off any loans of the Company to the Trust that are then outstanding, or returned to the Company as directed by the Committee in its discretion.

The Committee has not given the Trustee any direction concerning disposition of the assets of the Trust after a termination of the Trust. Rather, the Trust has been actively maintained and used for its stated purposes through the date of this Amendment, and the Company desires to continue to maintain and use the Trust for its stated purposes in the future.

Section 8.1 of the Trust Agreement provides that except as otherwise provided in the Trust Agreement, the Board of Directors may amend the Trust at any time, and from time to time, in any manner that Board deems desirable, except that no amendment may change the duties of the Trustee without the Trustee's consent (which may not be unreasonably withheld). Section 8.1 of the Trust Agreement also provides that the Board of Directors shall retain the power under all circumstances to clarify any ambiguities or similar issues of interpretation under the Trust Agreement.

The Board of Directors desires to clarify that the Trust has continued during the period from May 3, 2004 until the date of this Amendment and to specifically amend the Trust Agreement for the purpose of continuing its operation through May 3, 2014 as provided in this Agreement.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Trust Agreement as provided in this Amendment and agree that the Trust will be comprised, held, and disposed of under the Trust Agreement as provided in this Amendment:

- 1. Amendment to Article 8, Section 8.2. The first paragraph of Section 8.2 of Article 8 of the Trust Agreement is deleted in its entirety, and it is amended and restated in its entirety as follows:
 - "8.2 <u>Termination.</u> Subject to this Section, the Trust will terminate on the earlier of (a) the date the Trust no longer holds any assets, (b) May 3, 2014, or (c) the date specified in a written notice of termination given by the Board of Directors to the Trustee."
- 2. <u>Effective date, other provisions.</u> This Amendment is effective as of May 3, 2004. Except as expressly changed in this Amendment, the terms of the Trust Agreement will remain in full force and effect. It is the intent of the parties that the Trust will be considered to have continued without termination during the period from May 3, 2004 through the date of this Amendment, but if the Trust is considered to have terminated on May 3, 2004, then
 - (a) the Trust is re-formed and reinstated as of May 3, 2004 and all provisions of the Trust Agreement as amended in section 1 of this Agreement apply to the Trust as re-formed and reinstated on May 3, 2004,
 - (b) the Trustee is directed to continue to hold the assets of the Trust under the terms of the Trust Agreement as provided in Section 2(a), and
 - (c) all acts taken by or on behalf of the Trust by the Trustee and the Company during the period from May 3, 2004 through the date of this Agreement that were in compliance with the terms of the Trust Agreement, without giving effect to subsection (b) of the first paragraph of Section 8.02 of the Trust Agreement prior to the date of this Amendment, are ratified and approved.
- 3. <u>Certification by the Company.</u> In accordance with Article 8, Section 8.3 of the Trust Agreement, the Company hereby certifies that the amendments to the Trust provided for in this Amendment has been duly authorized, approved, and directed by its Board of Directors.
- 4. <u>Consent of Trustee.</u> By signing below, to the extent required by Article 8 Section 8.1 of the Trust Agreement in order to cause the amendments to the Trust contained in this Amendment to be effective, the Trustee hereby consents to the amendments to the Trust as provided in Article 8, Section 8.3 of the Trust Agreement.
 - 5. <u>Miscellaneous.</u>
 - (a) <u>Controlling Law.</u> The laws of the State of the New York shall be the controlling law in all matters relating to this Amendment, without regard to conflicts of law.

- (b) <u>Severability.</u> If any provision of this Amendment is held to be illegal, invalid or unenforceable for any reason, that provision will not affect the remaining parts of this Amendment, and this Amendment shall be construed and enforced as if the provision was not contained in this Amendment.
- (c) <u>Counterparts.</u> This Amendment may be signed in one or more counterparts, all of which will be considered one and the same agreement, and which will become effective when one counterpart has been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Agreement to be signed on October 31, 2007 by the undersigned thereunto duly authorized.

		COMPUTER TASK GROUP, INCORPORATED
		By: /S/ James R. Boldt Name: James R. Boldt Title: Chairman and Chief Executive
		Trustee
		By: /S/ Thomas R. Beecher, Jr. Thomas R. Beecher, Jr.
STATE OF NEW YORK)) SS:
COUNTY OF ERIE) 33.

On the <u>31st</u> day of October in the year 2007, before me, the undersigned, personally appeared <u>James R. Boldt</u>, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the

instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/S/ Peter P. Radetich
Notary Public
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Oct. 31/2009

STATE OF NEW YORK
)
SS:
COUNTY OF ERIE

On the 17 day of October in the year 2007, before me, the undersigned, personally appeared Thomas R. Beecher, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

/S/ Luke T. Jacobs Notary Public

LUKE T. JACOBS Notary Public, State of New York Qualified in Erie County My Commission Expires 04/22/2008

FIRST AMENDMENT TO AGREEMENT OF REPRESENTATION AND INDEMNITY

AMENDMENT, dated October 31, 2007, to Agreement of Representation and Indemnity, dated May 3, 1994, between Computer Task Group, Incorporated, a New York corporation (the "Company"), and Thomas R. Beecher, Jr. (the "Trustee"), (the "Representation Agreement").

RECITALS

The Trustee is designated as the Trustee under the Trust Agreement, dated May 3, 1994, between the Company and Trustee (the "Trust Agreement"), and the Trustee has served as the trustee of the Trust formed under the Trust Agreement (the "Trust") since its formation through the date of this Amendment.

Section 8.2 of the Trust Agreement provides that, subject to the terms of that section, the Trust shall terminate upon the earlier to occur of (a) the date the Trust no longer holds any assets, (b) May 3, 2004, or (c) the date specified in a written notice of termination given by the Board of Directors of the Company to the Trustee. Section 8.2 of the Trust Agreement also provides that if the Trust terminates (other than upon a Change of Control as defined in the Trust Agreement), the Compensation Committee of the Board of Directors of the Company (the "Committee") shall direct the Trustee to sell some or all of the assets in the Trust, and that thereafter the proceeds of any sale and the remaining assets in the Trust shall be distributed as directed by the Committee to the employee plans identified in the Trust Agreement (the "Plans"), used to pay off any loans of the Company to the Trust that are then outstanding, or returned to the Company as directed by the Committee in its discretion.

The Committee has not given the Trustee any direction concerning disposition of the assets of the Trust after a termination of the Trust. Rather, the Trust has been actively maintained and used for its stated purposes through the date of this Amendment, and the Company desires to continue to maintain and use the Trust for its stated purposes in the future. On the date of this Amendment, the Company is entering into an Amendment to the Trust Agreement (the "Trust Agreement Amendment") which provides for a change in the termination date referred to in subsection (b) of Section 8.2 of the Trust Agreement to May 3, 2014, and which provides for the continuation of the Trust during the period from May 3, 2004 through the date of the Trust Agreement Amendment and thereafter until terminated under the terms of the Trust Agreement as amended. As contemplated by Section 8.1 of the Trust Agreement, the Company has requested the Trustee's consent to the Trust Agreement Amendment.

To induce the Trustee to consent to the Trust Agreement Amendment, the parties are entering into this Amendment to clarify and modify the terms of the Representation Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and the covenants contained in this Amendment, the parties agree as follows:

- 1. <u>Meaning of the word "term."</u> In the Representation Agreement, the "term" of the Trust means the term of the Trust under the Trust Agreement as amended, or as it is intended to be amended, by the Trust Agreement Amendment, whether or not the Trust Amendment is effective in extending the original term of the Trust.
- 2. <u>Representations and warranties.</u> The representations and warranties contained in Section 2 of the Representation Agreement are repeated and reaffirmed as of the date of this Amendment, except that the term "Company Documents" means the Trust Agreement as amended by the Trust Agreement Amendment and the Representation Agreement as amended by this Amendment.
- 3. <u>Covenants.</u> The covenants contained in Section 3 of the Representation Agreement are repeated and reaffirmed as of the date of this Amendment.
- 4. <u>Indemnification and hold harmless.</u> The indemnification and hold harmless provisions contained in Section 4 of the Representation Agreement are repeated and reaffirmed as of the date of this Amendment, and the following additional terms apply:
 - (a) if for any reason the Trust is considered or alleged to have terminated on May 3, 2004 or to have ceased to exist during the period between May 3, 2004 and the date of this Amendment, then the term "Proceeding" will include, in addition to all cases by reason of the fact that the Trustee was a trustee of the Trust, all cases between May 3, 2004 and the date of this Amendment by reason of the fact that he acted under the Trust Agreement or with respect to the subject matter of the Trust Agreement;
 - (b) if for any reason the Trust Agreement Amendment is considered or alleged to have created a new trust (a "Succeeding Trust") of which the Trustee is considered to be the trustee (the "Succeeding Trustee"), then the term "Proceeding" will include, in addition to all cases by reason of the fact that the Trustee was a trustee of the Trust, all cases by reason of the fact that the Trustee was the Succeeding Trustee of the Succeeding Trust;
 - (c) if, as the Company and the Trustee intend, the Trust is recognized as having continued from May 3, 2004 through the Trust Agreement Amendment date, the term "Proceeding" will include all cases by reason of the fact that Trust continued and the Trustee continued to act as the trustee of the Trust;
 - (d) the term "Proceeding" will include, in addition to all cases by reason of the fact that the Trustee was a trustee of the Trust, all Proceedings regarding or relating to the Trust Agreement Amendment; and

- the rights of indemnification and Advancement of Expenses provided for in the Representation Agreement as modified by this Amendment are separate from, and in addition to, any rights of indemnification and Advancement of Expenses contained in the Trust Agreement as amended, except that the Company may not be required to pay a second time for any expense, liability, or loss that it has previously paid under the Trust Agreement as amended.
- 5. <u>Advancement of Expenses.</u> The provisions of Section 5 of the Representation Agreement are repeated and reaffirmed as of the date of this Amendment. For purposes of clarification, the provisions of Section 5 of the Representation Agreement will apply to any "Proceeding" as described in Section 4 of this Amendment.
 - 6. <u>Claims for Advancement of Expenses</u>.
 - (a) The first sentence of Section 6 of the Representation Agreement is deleted in its entirety and replaced with the following sentence:
 - "If a claim for indemnification hereunder, including a claim for Advancement of Expenses, is not paid by the Company or from the Trust assets (or from the assets of the Succeeding Trust if a Succeeding Trust is considered to have been created) within sixty days after a written claim has been received by the Company, the Trustee may at any time thereafter bring a suit against the Company to recover the unpaid amount of the claim."
 - (b) The provisions of Section 6 of the Representation Agreement other than the first sentence of Section 6 are repeated and reaffirmed as of the date of this Amendment.
- 7. <u>Sections 7 through 11 of the Representation Agreement.</u> The provisions of each of Sections 7 through 11 of the Representation Agreement are repeated and reaffirmed as of the date of the Amendment except that an reference to the Representation Agreement means the Representation Agreement as amended by this Amendment.
- 8. <u>Notices.</u> The provisions of Section 12 of the Representation Agreement deleted in their entirety and replaced with the following:
- "12. All notices, requests, demands and other communications required or permitted under the Representation Agreement as amended must be in writing and will be considered to have been duly given when delivered by hand, by telecopy, or when mailed by certified or registered mail, with postage prepaid:
 - (a) If to the Trustee to:

Thomas R. Beecher, Esq. 200 Theater Place, Buffalo, New York 14202 with a copy to:

Gary F. Kotaska, Esq. Phillips Lytle LLP 3400 HSBC Center Buffalo, New York 14203-2887

or to any other person or address that the Trustee shall furnish to the Company in writing as indicated above.

(b) If to the Company to:

Computer Task Group, Incorporated 800 Delaware Avenue Buffalo, New York 14209 Attention: Peter P. Radetich, Esq.

with a copy to:

Ward B. Hinkle, Esq. Hodgson Russ LLP The Guaranty Building 140 Pearl Street Buffalo, New York 14202

9. Miscellaneous.

- (a) Entire Agreement. Section 13 of the Representation Agreement is deleted in its entirety and replaced with the following: "Except for the additional agreements contained in Section 5.5 of the Trust Agreement as amended by the Trust Agreement Amendment, this Amendment and the Representation Agreement constitute the entire agreement of the parties with respect to the subject matter of this Amendment, and there are no other agreements, written or oral, with respect thereto."
- (b) <u>Controlling Law.</u> The laws of the State of the New York shall be the controlling law in all matters relating to this Amendment, without regard to conflicts of law.
- (c) <u>Counterparts.</u> This Amendment may be signed in one or more counterparts, all of which will be considered one and the same agreement, and which will become effective when one counterpart has been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Amendment

to be signed on October 31, 2007 by the undersigned thereunto duly authorized.

COMPUTER TASK GROUP, INCORPORATED

By: /S/ James R. Boldt

Name: James R. Boldt

Title: Chairman and Chief Executive Officer

Trustee

By <u>/S/ Thomas R. Beecher, Jr.</u> Thomas R. Beecher, Jr.