
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 8-K

Current Report

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

Date of Report (Date of earliest event reported): 03/01/2006

CECO ENVIRONMENTAL CORP

(Exact name of registrant as specified in its charter)

Commission File Number: 0-7099

DE
(State or other jurisdiction of
incorporation)

13-2566064
(IRS Employer
Identification No.)

3120 Forrer Street, Cincinnati, OH 45209
(Address of principal executive offices, including zip code)

(416) 593-6543
(Registrant's telephone number, including area code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01. Entry into a Material Definitive Agreement

As disclosed on an 8-K filed June 22, 2005, on June 20, 2005, Kirk and Blum Manufacturing Co., ("K&B"), an indirectly wholly owned subsidiary of CECO Environmental Corp. ("CECO"), entered into a Restated and Amended Purchase Agreement with Trademark Property Company ("Trademark") for the sale of the Cincinnati manufacturing and corporate office facilities (the "Agreement"). Subsequently, pursuant to a Third Amendment and Assignment to the Agreement, dated as of October 20, 2005 and disclosed on an 8-K filed October 26, 2005, Trademark assigned the Agreement to Millworks Town Center, LLC ("Purchaser"). Pursuant to a Fourth Amendment and Assignment to Restated and Amended Purchase Agreement between Purchaser and K&B, dated December 29, 2005 (the "Fourth Amendment"), the closing date of Parcel A was extended.

On March 1, 2006, K&B and Purchaser entered into a Fifth Amendment and Assignment to Restated and Amended Purchase Agreement between Purchaser and K&B, extending the closing of Parcel A until April 24, 2006. K&B waived the extension fee set forth in the Fourth Amendment.

Purchaser may further extend the closing of Parcel A until on or before May 23, 2006, by delivering to K&B a nonrefundable, but fully applicable to the purchase price, payment of Two Hundred Thousand Dollars (\$200,000.00) on or before April 21, 2006.

The closing of the acquisition is still subject to various customary closing conditions. Additionally, closing is subject to certain special conditions such as the negotiation of a definitive agreement setting forth K&B's post-closing possessory rights.

This report contains statements about the future, sometimes referred to as "forward-looking" statements. Forward-looking statements are typically identified by the use of the words "believe," "may," "should," "expect," "anticipate," "estimate," "project," "propose," "plan," "intend" and similar words and expressions. Forward-looking statements are not guarantees of completion of proposed transactions, availability of tax-free treatment, or similar matters. Forward-looking statements are subject to risks and uncertainties outside CECO's control. Actual events or results may differ materially from the forward-looking statements. For a discussion of additional contingencies and uncertainties to which information respecting future events is subject, see CECO's other SEC reports.

Signature(s)

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

CECO ENVIRONMENTAL CORP

Date: March 02, 2006

By: /s/ Dennis W. Blazer

Dennis W. Blazer
Chief Financial Officer and Vice President--Finance and
Administration

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
EX-10.1	Fifth Amendment to Purchase Agreement

**FIFTH AMENDMENT TO
RESTATED AND AMENDED PURCHASE AGREEMENT**

This Fifth Amendment and Assignment to Restated and Amended Purchase Agreement ("**Fourth Amendment**") is effective as of the 1st of March, 2006, between **MILLWORKS TOWN CENTER, LLC**, an Ohio limited liability company ("**Purchaser**"), and **THE KIRK & BLUM MANUFACTURING COMPANY**, an Ohio corporation ("**Seller**").

WITNESSETH:

WHEREAS, Seller and Trademark Property Company entered into that certain Restated and Amended Purchase Agreement dated June 20, 2005, as amended by that certain First Amendment to Restated and Amended Purchase Agreement dated July 15, 2005 and the Second Amendment to Restated and Amended Purchase Agreement dated September 14, 2005; Seller, Trademark Property Company and Purchaser entered into the Third Amendment and Assignment to Restated and Amended Purchase Agreement dated October 20, 2005; and Seller and Purchaser entered into the Fourth Amendment to Restated and Amended Purchase Agreement dated December 29, 2005 (as amended, the "**Agreement**"), covering the sale of two (2) separate parcels of land, as more particularly described therein (unless otherwise defined herein, all defined terms in this Fourth Amendment will have the same meaning as in the Agreement); and

WHEREAS, Purchaser and Seller have previously agreed that the Closing of Parcel A was extended to occur on or before March 1, 2006;

NOW, THEREFORE, for good and valuable consideration -- which the parties acknowledge receiving -- Seller, Assignee and Assignor hereby agree as follows:

1. Closing of Parcel A is extended until on or before April 24, 2006, notwithstanding anything in the Agreement to the contrary.
2. Purchaser may extend Closing of Parcel A until on or before May 23, 2006 by delivering to Seller a nonrefundable, but fully applicable to the purchase price, payment of Two Hundred Thousand Dollars (\$200,000.00) on or before April 21, 2006.

Except as specifically modified by the terms of this Fourth Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and unmodified and are hereby ratified by the parties.

This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which -- when taken together -- will constitute one (1) document. Facsimile signatures will be treated as original signatures for all purposes hereunder.

(signature blocks on following page)

EFFECTIVE as of the day and year first above written.

PURCHASER: MILLWORKS TOWN CENTER, LLC,

an Ohio limited liability company

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By:

Name:

Its:

SELLER: THE KIRK & BLUM MANUFACTURING COMPANY,

an Ohio corporation

-

By:

Name:

Its:

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