
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): 10/31/2006

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, The 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, a Fifth Amendment to Restated and Amended Purchase Agreement, a Sixth Amendment to Restated and Amended Purchase Agreement, a Seventh Amendment to Restated and Amended Purchase Agreement, an Eighth Amendment to Restated and Amended Purchase Agreement, a Ninth Amendment to Restated and Amended Purchase Agreement and a Tenth Amendment to Restated and Amended Purchase Agreement, the closing of Parcel A was extended.

Pursuant to an Eleventh Amendment to Restated and Amended Purchase Agreement ("Eleventh Amendment") between Purchaser and K&B, dated October 31, 2006, the closing of Parcel A has been extended to on or before January 11, 2006. The date that the \$50,000 deposit, which was placed in a third party escrow, is no longer fully refundable has been extended from October 31, 2006 to December 11, 2006. Thereafter, the deposit is refundable to Purchaser only in the event of default by K&B under the Agreement. The escrow deposit is fully applicable to the purchase price of the Parcel A closing. The date on which the Purchaser has agreed to deposit \$400,000 in the third party escrow account has been extended from October 31, 2006 to December 11, 2006. This deposit is refundable to Purchaser only in the event of a default by K&B under the Agreement and is fully applicable to the purchase price of the Parcel A closing. Under the Eleventh Amendment, the closing of Parcel B is extended to the later of September 25, 2007 or 30 days after K&B notifies Purchaser that K&B is no longer occupying Parcel B, but in no event beyond 10 months following the closing of Parcel A.

The closing of the acquisition is 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.

The description set forth herein of the Eleventh Amendment is qualified in its entirety by reference to the full text of such agreement, which is filed with this report as Exhibit 10.1 and incorporated by reference into this Item 1.01.

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.

Item 9.01. Financial Statements and Exhibits

10.1 Eleventh Amendment to Restated and Amended Purchase Agreement

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: November 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	Eleventh Amendment

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

This Eleventh Amendment to Restated and Amended Purchase Agreement ("**Eleventh Amendment**") is effective as of the /31st/ of October, 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; Seller and Purchaser entered into the Fourth Amendment to Restated and Amended Purchase Agreement dated December 29, 2005; Seller and Purchaser entered into the Fifth Amendment to Restated and Amended Purchase Agreement dated March 1, 2006; Seller and Purchaser entered into the Sixth Amendment to Restated and Amended Purchase Agreement dated April 21, 2006; Seller and Purchaser entered into the Seventh Amendment to Restated and Amended Purchase Agreement dated May 9, 2006; Seller and Purchaser entered into the Eighth Amendment to Restated and Amended Purchase Agreement dated May 26, 2006; Seller and Purchaser entered into the Ninth Amendment to Restated and Amended Purchase Agreement dated June 8, 2006; and Seller and Purchaser entered into the Tenth Amendment to Restated and Amended Purchase Agreement dated October 6, 2006 (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 Eleventh 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 to on or before December 1, 2006.

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

1. The Escrow Deposit of Fifty Thousand Dollars (\$50,000) defined in the Tenth Amendment shall be fully and unconditionally refundable to Purchaser until December 11, 2006. Thereafter, the Escrow Deposit is refundable to Purchaser only in the event of default by Seller under the Agreement. The Escrow Deposit shall be fully applicable to the Purchase Price at the Closing of Parcel A.
2. Purchaser agrees to deposit on or before December 11, 2006, Four Hundred Thousand Dollars (\$400,000.00) (the "**Additional Deposit**") in accordance with the Escrow Agreement. The Additional Deposit shall be refundable to Purchaser only in the event of default by Seller under the Agreement. The Additional Deposit shall be fully applicable to the Purchase Price at the Closing of Parcel A.
3. Closing of Parcel A is hereby extended to on or before January 11, 2007.
4. Closing of Parcel B is hereby extended to on or before the later of (i) September 25, 2007 or (ii) thirty (30) days after Purchaser's receipt of written notice from Seller certifying that Seller has completely vacated Parcel B and is no longer occupying any portion thereof, but in no event shall Seller occupy Parcel B beyond the date which is ten (10) months after the Closing of Parcel A provided the Closing of Parcel B occurs.

Except as specifically modified by the terms of this Eleventh 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.

EFFECTIVE as of the day and year first above written.

PURCHASER: MILLWORKS TOWN CENTER, LLC,

an Ohio limited liability company

By: /Kent M. Arnold/

Name: /Kent M. Arnold/

Its: /Managing Member/

SELLER: THE KIRK & BLUM MANUFACTURING COMPANY,

an Ohio corporation

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By: /Dennis W. Blazer/

Name: /Dennis W. Blazer/

Its: /Treasurer/

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