

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 10-Q

**QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE
ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED JUNE 30, 2005**

Commission File No. 0-7099

CECO ENVIRONMENTAL CORP.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-2566064
(I.R.S. Employer
Identification No.)

3120 Forrer Street, Cincinnati, Ohio 45209
(Address of principal executive offices) (Zip Code)

513-458-2600
(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock as of latest practical date.

Class: Common, par value \$.01 per share outstanding at August 10, 2005 - 9,993,260

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CECO ENVIRONMENTAL CORP.

QUARTERLY REPORT UNDER SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934
JUNE 30, 2005

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Certifications

CECO ENVIRONMENTAL CORP.
CONDENSED CONSOLIDATED BALANCE SHEETS

Dollars in thousands, except per share data

	June 30, 2005	DECEMBER 31, 2004
	(unaudited)	
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 486	\$ 339
Accounts receivable, net	14,189	14,055
Costs and estimated earnings in excess of billings on uncompleted contracts	4,098	4,181
Inventories	1,781	1,689
Prepaid expenses and other current assets	2,411	1,515
Total current assets	22,965	21,779
Property and equipment, net	9,168	9,385
Goodwill	9,527	9,527
Intangible assets – finite life, net	697	737
Intangible assets – indefinite life	1,395	1,395
Deferred charges and other assets	477	618
	<u>\$ 44,229</u>	<u>\$ 43,441</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Current portion of debt	\$ 8,980	\$ 4,188
Accounts payable and accrued expenses	10,792	12,211
Billings in excess of costs and estimated earnings on uncompleted contracts	5,735	3,470
Total current liabilities	25,507	19,869
Other liabilities	1,921	1,967
Debt, less current portion	—	4,549
Deferred income tax liability	2,462	2,462
Subordinated notes (including, related party - \$7,012 and \$6,884, respectively)	7,488	7,345
Total liabilities	37,378	36,192
Shareholders' equity:		
Common stock, \$.01 par value; 100,000,000 shares authorized, 10,168,479 shares issued in 2005 and 2004	102	102
Capital in excess of par value	15,017	15,017
Accumulated deficit	(7,035)	(6,637)
Accumulated other comprehensive loss	(760)	(760)
	7,324	7,722
Less treasury stock, at cost, 175,220 shares in 2005 and 2004	(473)	(473)
Total shareholders' equity	6,851	7,249
	<u>\$ 44,229</u>	<u>\$ 43,441</u>

The notes to condensed consolidated financial statements are an integral part of the above statements.

CECO ENVIRONMENTAL CORP.CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

Dollars in thousands, except per share data

	THREE MONTHS ENDED JUNE 30,		SIX MONTHS ENDED JUNE 30,	
	2005	2004	2005	2004
Net sales	\$ 20,015	\$ 15,071	\$ 35,070	\$ 29,145
Costs and expenses:				
Cost of sales, exclusive of items shown separately below	15,747	11,872	28,629	23,213
Selling and administrative	2,785	2,785	5,626	5,360
Depreciation and amortization	291	321	583	648
	18,823	14,978	34,838	29,221
Income (loss) from operations	1,192	93	232	(76)
Other income	26	18	76	36
Interest expense (including related party interest of \$259 and \$199, and \$518 and \$398, respectively)	(625)	(625)	(1,222)	(1,239)
Income (loss) from operations before income taxes	593	(514)	(914)	(1,279)
Income tax provision (benefit)	358	(232)	(517)	(576)
Net income (loss)	\$ 235	\$ (282)	\$ (397)	\$ (703)
Per share data:				
Basic net income (loss)	\$.02	\$ (.03)	\$ (.04)	\$ (.07)
Diluted net income (loss)	\$.02	\$ (.03)	\$ (.04)	\$ (.07)
Weighted average number of common shares outstanding:				
Basic	9,993,260	9,989,836	9,993,260	9,987,405
Diluted	10,575,497	9,989,836	9,993,260	9,987,405

The notes to condensed consolidated financial statements are an integral part of the above statements.

CECO ENVIRONMENTAL CORP.CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

Dollars in thousands

	SIX MONTHS ENDED JUNE 30,	
	2005	2004
Cash flows from operating activities:		
Net loss	\$ (397)	\$ (703)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Depreciation and amortization	583	648
Non cash interest expense included in net loss	180	329
Non cash gains included in net loss	(40)	(36)
Changes in operating assets and liabilities:		
Accounts receivable	(134)	55
Inventories	(93)	(194)
Costs and estimated earnings in excess of billings on uncompleted contracts	83	103
Prepaid expenses and other current assets	(896)	(590)
Accounts payable and accrued expenses	(1,419)	(733)
Billings in excess of costs and estimated earnings on uncompleted contracts	2,265	(10)
Other	92	218
Net cash provided by (used in) operating activities	224	(913)
Net cash used in investing activities - acquisition of property and equipment	(320)	(119)
Cash flows from financing activities:		
Proceeds from stock issuance	—	10
Long-term debt borrowings	243	1,041
Net cash provided by financing activities	243	1,051
Net increase in cash and cash equivalents	147	19
Cash and cash equivalents at beginning of the period	339	136
Cash and cash equivalents at end of the period	\$ 486	\$ 155
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash paid (refunded) during the period for:		
Interest	\$ 755	\$ 636
Income taxes	\$ 95	\$ (37)

The notes to condensed consolidated financial statements are an integral part of the above statements.

CECO ENVIRONMENTAL CORP.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(unaudited)

(Dollars in thousands)

1. Basis of reporting for condensed consolidated financial statements and significant accounting policies.

The accompanying unaudited condensed consolidated financial statements of CECO Environmental Corp. and subsidiaries (the "Company", "we", "us", or "our") have been prepared in accordance with accounting principles generally accepted in the United States of America. In the opinion of management, the accompanying unaudited condensed consolidated financial statements of the Company contain all adjustments (consisting only of normal recurring accruals) necessary to present fairly the financial position as of June 30, 2005 and December 31, 2004 and the results of operations for the three-month and six-month periods ended June 30, 2005 and 2004 and of cash flows for the six-month periods ended June 30, 2005 and 2004. The results of operations for the three-month period and six-month period ended June 30, 2005 are not necessarily indicative of the results to be expected for the full year.

These financial statements should be read in conjunction with the audited financial statements and notes thereto in our 2004 Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Stock Based Compensation - We apply Accounting Principles Board Opinion No. 25 and related interpretations in the accounting for stock option plans. Under such method, compensation is measured by the quoted market price of the stock at the measurement date less the amount, if any, that the employee is required to pay. The measurement date is the first date on which the number of shares that an individual employee is entitled to receive and the option or purchase price, if any, are known. We did not incur any compensation expense in 2005 or 2004 related to our stock option plans. We adopted the disclosure-only provisions of SFAS No. 123, "Accounting for Stock-Based Compensation" and related pronouncements.

The following table compares 2005 and 2004 as reported to the pro forma results, considering both options and warrants discussed in Note 11 in our 2004 Annual Report filed on Form 10-K, had we adopted the expense recognition provision of SFAS No. 123:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Net income (loss) as reported	\$ 235	\$ (282)	\$ (397)	\$ (703)
Deduct: compensation cost based on fair value recognition, net of tax	(8)	(6)	(16)	(12)
Pro forma net loss under SFAS No. 123	<u>\$ 227</u>	<u>\$ (288)</u>	<u>\$ (413)</u>	<u>\$ (715)</u>
Basic and diluted loss per share:				
As reported	\$.02	\$ (.03)	\$ (.04)	\$ (.07)
Pro forma under SFAS No. 123	\$.02	\$ (.03)	\$ (.04)	\$ (.07)

Certain amounts in the June 30, 2004 financial statements have been reclassified to conform to the June 30, 2005 presentation.

CECO ENVIRONMENTAL CORP.NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(unaudited)

2. New Accounting Standards

In December 2003, the FASB issued a revised FASB Interpretation No. 46, entitled "Consolidation of Variable Interest Entities." As revised, the new interpretation requires that the Company consolidate all variable interest entities in its financial statements under certain circumstances. We adopted the revised interpretation as of March 31, 2004 as required; however, the adoption of this interpretation currently did not affect our financial condition or results of operations, as we do not have any variable interest entities.

In November 2004, the FASB issued SFAS No. 151, "Inventory Costs, an amendment of ARB No. 43, Chapter 4". This statement clarifies the accounting for abnormal amounts of idle facility expense, freight, handling cost and wasted material. SFAS No. 151 is effective for inventory costs incurred during fiscal years beginning after June 15, 2005. The adoption of this interpretation will not affect our financial condition or results of operations.

In May 2005, the FASB issued SFAS No. 154, "Accounting Changes and Error Corrections—a Replacement of APB Opinion No. 20 and FASB Statement No. 3." This Statement replaces APB Opinion No. 20, "Accounting Changes," and FASB Statement No. 3, "Reporting Accounting Changes in Interim Financial Statements," and changes the requirements for the accounting for and reporting of a change in accounting principle. This Statement requires retrospective application to prior periods' financial statements of changes in accounting principle, unless it is impracticable to determine either the period-specific effects or the cumulative effect of the change. This Statement applies to all voluntary changes in accounting principle. It also applies to changes required by an accounting pronouncement in the unusual instance that the pronouncement does not include specific transition provisions. This Statement is effective for accounting changes and error corrections made in fiscal years beginning after December 15, 2005. The adoption of this Statement is not expected to have a material effect on the Registrant's Condensed Consolidated Financial Statements.

3. Inventories

Inventories consist of the following:

	June 30, 2005	December 31, 2004
Raw materials and subassemblies	\$ 990	\$ 888
Finished goods	172	251
Parts for resale	719	660
Reserve for obsolescence	(100)	(110)
	<u>\$1,781</u>	<u>\$ 1,689</u>

4. Business Segment Information

Our structure and operational integration results in one segment that focuses on engineering, designing, building and installing systems that remove airborne contaminants from industrial facilities, as well as equipment that controls emissions from such facilities. Accordingly, the condensed consolidated financial statements herein reflect the operating results of the segment.

5. Earnings Per Share

For the three months ended June 30, 2005 and 2004, basic weighted average common shares outstanding were 9,993,260 and 9,989,836, respectively, while diluted average common shares outstanding were 10,575,497 and 9,989,836, respectively. For the six months ended June 30, 2005 and 2004, basic weighted average common shares outstanding and diluted average common shares outstanding were 9,993,260 and 9,987,405, respectively. We consider outstanding options and warrants in computing diluted net income per share only when they are dilutive. Options and warrants to purchase 3,435,000 and 3,503,700 shares for the six months ended June 30, 2005 and 2004, respectively, were not included in the computation of diluted earnings per share due to their having an anti-dilutive effect.

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7. Debt

Total bank debt as of June 30, 2005 was \$8,980 and \$8,737 at December 31, 2004. Unused credit availability under our \$10 million revolving line of credit at June 30, 2005 was \$3,796. Availability is determined by a borrowing base formula contained in the credit agreement.

The bank term loan and revolving line of credit are reported as current portion of debt in the balance sheet at June 30, 2005, since the term loan matures in August 2005 and the revolving line of credit matures in January 2006. In April 2005, the credit facility was amended to increase our capacity to issue letters of credit under the existing \$10 million facility from \$2 million to \$4 million. Any letters of credit issued under this new agreement do not reduce our borrowing base availability but are counted in the aggregate toward our credit limit. \$3.4 million of this capacity is secured by the personal guaranty of our Chairman, Philip DeZwirek. As of June 30, 2005, \$365,000 has been issued under this agreement. An additional \$3.4 million will be issued in August 2005, as collateral for a performance bond on a major contract. The bank credit facility was amended in June, 2005 by extending the maturities of the term loan from July 1, 2005 to August 31, 2005. The amendment also modified the extension fees originally due at July 1, 2005 from \$60,000 to \$20,000 and deferred \$40,000 in fees to August 31, 2005. These fees will be due in the event that we fail to pay the entire principal balance by August 31, 2005. In August 2005, the credit facility was amended to extend the maturity of the term loan to January 1, 2006 and reduce the Company's payment requirements to interest only, payable monthly in arrears. The interest on the term loan was reduced from 6% over the base rate (prime) to 5% over the base rate. Additionally, Fifth Third Bank has acquired the interest of PNC and JPMC in the term loan by a second Intercreditor Agreement. Fifth Third has waived minimum coverage requirements under several financial covenants through June 30, 2005. We would not have been in compliance with the financial covenants had the amendment not been made.

We have received credit approval from our existing line of credit lender for a new loan agreement which is contingent upon closing the sale of our Cincinnati property. This new agreement will allow us to consolidate our term debt with one lender by paying off two existing term debt lenders and combining our term debt and line of credit with a single bank. The agreement calls for reduced interest rates and longer amortization of the term debt.

In June 2005, we accepted an offer to sell our Cincinnati property with a contemplated closing date of July 15, 2005 subject to various contingencies. The purchase agreement calls for 10.7 acres of real estate and improvements to be divided into two parcels, with the first parcel scheduled to close on or before July 15, 2005, for a purchase price of \$6.9 million and the second parcel scheduled to close on or before April 1, 2006, for a purchase price of \$1.1 million. The buyer has the option to extend each closing up to three times for thirty days each, with the payment of a nonrefundable extension fee. On July 15, 2005, the buyer exercised the first 30 day extension option and paid the non-refundable fee.

8. Employee Benefit Plans

We sponsor a non-contributory defined benefit pension plan for certain union employees. The plan is funded in accordance with the funding requirements of the Employee Retirement Income Security Act of 1974. We also sponsor a post-retirement health care plan for office employees retiring before January 1, 1990. The plan allows retirees who have attained the age of 65 to elect the type of coverage desired. Retirement and health care plan expense is based on valuations performed by plan actuaries as of the beginning of each fiscal year. The components of the expense consisted of the following:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Retirement plan:				
Service cost	\$ 33	\$ 30	\$ 66	\$ 60
Interest cost	69	71	138	142
Expected return on plan assets	(76)	(63)	(152)	(126)
Amortization of prior service cost	2	2	4	4
Amortization of net actuarial (gain)/loss	22	26	44	52
Net periodic benefit cost	\$ 50	\$ 66	\$ 100	\$ 132
Health care plan:				
Interest cost	\$ 7	\$ 7	\$ 14	\$ 14

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We previously disclosed in our financial statements for the year ended December 31, 2004 that we expected to make \$398 in contributions to the Pension Plan during the year ending December 31, 2005. As of June 30, 2005, \$165 has been contributed to the Pension Plan and we plan on making the balance of \$233 during the remainder of Fiscal Year 2005.

CECO ENVIRONMENTAL CORP.MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION
AND RESULTS OF OPERATIONS
(unaudited)

Results of Operations

Our condensed consolidated statements of operations for the three-month and six-month periods ended June 30, 2005 and 2004 reflect our operations consolidated with the operations of our subsidiaries.

(\$'s in millions)	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Sales	\$ 20.0	\$ 15.1	\$ 35.1	\$ 29.1
Cost of sales	15.7	11.9	28.6	23.2
Gross profit (excluding depreciation)	\$ 4.3	\$ 3.2	\$ 6.4	\$ 5.9
Percent of sales	21.3%	21.2%	18.4%	20.4%
Selling and administrative expenses	\$ 2.8	\$ 2.8	\$ 5.6	\$ 5.4
Percent of sales	13.9%	18.5%	16.0%	18.4%
Operating income (loss)	\$ 1.2	\$ 0.1	\$ 0.2	\$ (0.1)
Percent of sales	6.0%	0.6%	0.7%	(0.3)%

Consolidated net sales for the second quarter were \$20.0 million, an increase of \$4.9 million, compared to the same quarter in 2004. Consolidated net sales for the first six months of 2005 were \$35.1 million an increase of \$6.0 million compared to the same period in 2004. Sales of our component parts and duct product lines, which are sold to contractors and end-users throughout North America, experienced increased sales volume during the second quarter and first six months. Sales of our contracting group and equipment group also experienced increased sales volume during the second quarter and first six months.

Orders booked were \$23.6 million during the second quarter of 2005 and \$40.7 million for the first six months of 2005, as compared to \$15.9 million during the second quarter of 2004 and \$30.9 million in the first half of 2004.

Second quarter 2005 gross profit was \$4.3 million. This compares to gross profit of \$3.2 million during the same period in 2004. Gross profit as a percentage of revenues for the three-month period ended June 30, 2005 was 21.3% compared with 21.2% for the comparable period in 2004.

Gross profit was \$6.4 million for the first six months of 2005, an increase of \$500,000 compared to the same period in 2004. Gross profit as a percentage of revenues for the first six months of 2005 was 18.4% compared with 20.4% for the comparable period in 2004. Gross margin increased during the second quarter by .1 percentage points and decreased 2.0 percentage points during the first half of 2005 compared with the same periods in 2004 principally due to decreased construction margins partially offset by reduced overhead spending.

Selling and administrative expenses remained constant at \$2.8 million during the second quarter and increased by \$200,000 or 3.7% to \$5.6 million during the first six months of 2005 from \$5.4 million in the same period of 2004.

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Depreciation and amortization decreased by \$30,000 to \$291,000 during the second quarter of 2005 from \$321,000 in the same period of 2004. Depreciation and amortization decreased by \$65,000 to \$583,000 in the first six months of 2005 from \$648,000 in the same period of 2004.

Other income was \$26,000 in the second quarter of 2005 compared to \$18,000 in the second quarter of 2004. Other income for the first six months of 2005 was \$76,000 compared to \$36,000 during the same period in 2004. The other income during 2005 includes revaluation of warrants in the amount of \$36,000 and the amortization of the deferred gain recognized from the sale and leaseback of our Conshohocken, Pennsylvania property. The other income during 2004 is the result of the gain recognized from the sale and leaseback of our Conshohocken, Pennsylvania property during the second quarter of 2004 of \$222,000. A deferred gain of \$218,000 is being recognized over the ensuing three-year leaseback period.

Operating income was \$1.2 million in the second quarter of 2005 compared to operating income of \$93,000 during the same quarter of 2004. Operating income for the first six months of 2005 was \$232,000 compared to an operating loss of (\$76,000) during the same period of 2004. The impact from higher sales, partially offset by reduced gross profit margin percentages, along with decreased depreciation and amortization, were the primary factors for the increases in operating income.

Interest expense remained constant at \$625,000 during the second quarter of 2005. Interest expense decreased by \$17,000 to \$1,222,000 from \$1,239,000 during the first six months of 2005. The decrease was due to lower debt during the quarter that was partially offset by higher interest rates.

Federal and state income tax provision was \$358,000 during the second quarter of 2005 compared to a benefit of \$232,000 during the second quarter of 2004. Federal and state income tax benefit was \$517,000 for the first six months of 2005, a decrease of \$59,000 from the comparable period in 2004. The federal and state income tax provision for the first six months of 2005 was 57%, which reflects the estimated effective tax rate for 2005. Our statutory income tax rate is affected by certain permanent differences including non-deductible interest expense.

Net Income for the quarter ended June 30, 2005 was \$235,000 compared with a net loss of \$282,000 for the same period in 2004. Net loss for the six months ended June 30, 2005 was \$397,000 compared with a net loss of \$703,000 for the same period in 2004.

Backlog

Our backlog consists of orders we have received for products and services we expect to ship and deliver within the next 12 months. Our backlog, as of June 30, 2005 was \$26.3 million compared to \$20.7 million as of December 31, 2004. There can be no assurances that backlog will be replicated, increased or translated into higher revenues in the future. The success of our business depends on a multitude of factors related to our backlog and the orders secured during the subsequent period(s). Certain contracts are highly dependent on the work of contractors and other subcontractors participating in a project, over which we have no or limited control, and their performance on such project could have an adverse effect on the profitability of our contracts. Delays resulting from these contractors and subcontractors, changes in the scope of the project, weather, and labor availability also can have an effect on a contract's profitability.

Financial Condition, Liquidity and Capital Resources

The Company's principal sources of liquidity are cash flow from operations and available borrowings under our revolving credit facility. The Company's principal uses of cash are operating costs, debt service, payment of interest on our outstanding senior debt, working capital and other general corporate requirements.

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At June 30, 2005 and December 31, 2004, cash and cash equivalents totaled \$486,000 and \$339,000 respectively. Generally, we do not carry significant cash and cash equivalent balances because excess amounts are used to pay down our revolving line of credit.

Total bank debt as of June 30, 2005 was \$8,980 and \$8,737 at December 31, 2004. Unused credit availability under our \$10 million revolving line of credit at June 30, 2005 was \$3,796. Availability is determined by a borrowing base formula contained in the credit agreement.

The bank term loan and revolving line of credit are reported as current portion of debt in the balance sheet at June 30, 2005, since the term loan matures in August 2005 and the revolving line of credit matures in January 2006. In April 2005, the credit facility was amended to increase our capacity to issue letters of credit under the existing \$10 million facility from \$2 million to \$4 million. Any letters of credit issued under this new agreement do not reduce our borrowing base availability but are counted in the aggregate toward our credit limit. \$3.4 million of this capacity is secured by the personal guaranty of our Chairman, Philip DeZwirek. As of June 30, 2005, \$365,000 has been issued under this agreement. An additional \$3.4 million will be issued in August 2005, as collateral for a performance bond on a major contract. The bank credit facility was amended in June, 2005 by extending the maturities of the term loan from July 1, 2005 to August 31, 2005. The amendment also modified the extension fees originally due at July 1, 2005 from \$60,000 to \$20,000 and deferred \$40,000 in contingent fees to August 31, 2005. These fees will be due in the event that we fail to pay the entire principal balance by August 31, 2005. In August 2005, the credit facility was amended to extend the maturity of the term loan to January 1, 2006 and reduce the Company's payment requirements to interest only, payable monthly in arrears. The interest on the term loan was reduced from 6% over the base rate (prime) to 5% over the base rate. Additionally, Fifth Third Bank has acquired the interest of PNC and JPMC in the term loan by a second Intercreditor Agreement. Fifth Third has waived minimum coverage requirements under several financial covenants through June 30, 2005. We would not have been in compliance with the financial covenants had the amendment not been made.

We have received credit approval from our existing line of credit lender for a new loan agreement which is contingent upon closing the sale of our Cincinnati property. This new agreement will allow us to consolidate our term debt with one lender by paying off the two existing term debt lenders and combining our term debt and line of credit with a single bank. The agreement calls for reduced interest rates and longer amortization of the term debt.

In June 2005, we accepted an offer to sell our Cincinnati property with a contemplated closing date of July 15, 2005 subject to various contingencies. The purchase agreement calls for 10.7 acres of real estate and improvements to be divided into two parcels, with the first parcel scheduled to close on or before July 15, 2005, for a purchase price of \$6.9 million and the second parcel scheduled to close on or before April 1, 2006, for a purchase price of \$1.1 million. The buyer has the option to extend each closing up to three times for thirty days each, with the payment of a nonrefundable extension fee. On July 15, 2005, the buyer exercised the first 30 day extension option and paid the non-refundable fee.

Overview of Cash Flows and Liquidity

(\$'s in thousands)	For the six months ended June 30,	
	2005	2004
Net cash provided by (used in) operating activities	\$ 224	\$ (913)
Net cash (used) in investing activities	(320)	(119)
Net cash provided by financing activities	243	1,051
Net increase	\$ 147	\$ 19

Cash provided by operating activities increased to \$224,000 in 2005 compared to cash used in 2004 of \$913,000. Cash provided by operating activities for the first six months of 2005 was the result of an increase of \$2,265,000 in billings in excess of costs and estimated earnings on uncompleted contracts partially offset by a decrease in accounts payable of \$1,419,000 and increases in prepaid expenses and other assets of \$896,000 and an increase in accounts receivable of \$134,000. Other changes in working capital items provided cash of \$92,000. Our net investment in working capital (excluding cash and cash equivalents and current portion of debt) at June 30, 2005 and December 31, 2004 was \$5,952,000 and \$5,759,000, respectively.

Net cash used in investing activities related to the acquisition of capital expenditures for property and equipment was \$320,000 for the first six months of 2005 compared with \$119,000 for the same period in 2004.

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Financing activities provided cash of \$243,000 during the first six months of 2005 compared with cash provided by financing activities of \$1,051,000 during the same period of 2004. Approximately \$743,000 was borrowed against the line of credit and \$500,000 was used to reduce the term debt. We are managing our capital expenditure spending in light of the current level of sales. Should sales continue to increase in 2005, we would anticipate increased capital spending. Additionally, capital expenditures may be incurred depending on the ultimate disposition of our Cincinnati property.

Forward-Looking Statements

We desire to take advantage of the “safe harbor” provisions of the Private Securities Litigation Reform Act of 1995 and are making this cautionary statement in connection with such safe harbor legislation. This Form 10-Q, the Annual Report to Shareholders, Form 10-K/A or Form 8-K of the Company or any other written or oral statements made by or on our behalf may include forward-looking statements, which reflect our current views with respect to future events and financial performance. The words “believe,” “expect,” “anticipate,” “intends,” “estimate,” “forecast,” “project,” “should” and similar expressions are intended to identify “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. All forecasts and projections in this Form 10-Q are “forward-looking statements,” and are based on management’s current expectations of our near-term results, based on current information available pertaining to us.

We wish to caution investors that any forward-looking statements made by or on our behalf are subject to uncertainties and other factors that could cause actual results to differ materially from such statements. These uncertainties and other risk factors include, but are not limited to: changing economic and political conditions in the United States and in other countries, war, changes in governmental spending and budgetary policies, governmental laws and regulations surrounding various matters such as environmental remediation, contract pricing, and international trading restrictions, customer product acceptance, continued access to capital markets, and foreign currency risks.

We wish to caution investors that other factors might, in the future, prove to be important in affecting our results of operations. New factors emerge from time to time and it is not possible for management to predict all such factors, nor can it assess the impact of each such factor on the business or the extent to which any factor, or a combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Investors are further cautioned not to place undue reliance on such forward-looking statements as they speak only to our views as of the date the statement is made. We undertake no obligation to publicly update or revise any forward-looking statements, whether because of new information, future events or otherwise.

CECO ENVIRONMENTAL CORP.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURE ABOUT MARKET RISK

Risk Management Activities

In the normal course of business, we are exposed to market risk including changes in interest and raw material commodity prices. We may use derivative instruments to manage our interest rate exposures. We do not use derivative instruments for speculative or trading purposes. Generally, we enter into hedging relationships such that changes in the fair values of cash flows of items and transactions being hedged are expected to be offset by corresponding changes in the values of the derivatives.

Interest Rate Management

We may use interest rate swap contracts to adjust the proportion of our total debt that is subject to variable interest rates. Our interest rate swap contract matured in 2002 and was not renewed.

The remaining amount of loans outstanding under the Credit Agreement bear interest at the floating rates as described in Note 9 to the consolidated statements contained in the Company's 2004 Annual Report on Form 10-K filed with the Securities and Exchange Commission.

Credit Risk

As part of our ongoing control procedures, we monitor concentrations of credit risk associated with financial institutions with which we conduct business. Credit risk is minimal as credit exposure is limited with any single high quality financial institution to avoid concentration. We also monitor the creditworthiness of our customers to which we grant credit terms in the normal course of business. Concentrations of credit associated with these trade receivables are considered minimal due to our geographically diverse customer base. Bad debts have not been significant. We do not normally require collateral or other security to support credit sales.

CECO ENVIRONMENTAL CORP.

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as defined in Rule 13a-15(e)) under the Securities and Exchange Act of 1934 (the "Exchange Act") designed to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the specified time periods. Our Chief Executive Officer and Chief Financial Officer evaluated, with the participation of our management, the effectiveness of our disclosure controls and procedures as of June 30, 2005. Based on the evaluation, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective. There were no significant changes in our disclosure controls or in other factors that could significantly affect our disclosure controls and procedures subsequent to the evaluation.

Internal Controls Over Financial Reporting

We are not subject to the disclosure requirements promulgated under Section 404 of the Sarbanes-Oxley Act of 2002 regarding internal controls over financial reporting until we file our Annual Report on Form 10-K for the year ended December 31, 2006. There were no significant changes in our internal controls over financial reporting that occurred during our most recent fiscal quarter that materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

CECO ENVIRONMENTAL CORP.

PART II -OTHER INFORMATION

ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

At its Annual Meeting on May 25, 2005, the shareholders of CECO Environmental Corp. took the following actions:

1. Elected the following seven directors for terms to expire at the 2006 Annual Meeting of Shareholders, with votes as indicated opposite each director's name:

<u>Director</u>	<u>Number of Shares</u>	
	<u>For</u>	<u>Withheld</u>
Richard J. Blum	8,050,894	219,547
Jason Louis DeZwirek	8,050,894	219,547
Phillip DeZwirek	8,050,694	219,747
Thomas Flaherty	8,110,239	160,202
Ronald Krieg	8,110,439	160,002
Melvin F. Lazar	8,110,239	160,202
Donald A. Wright	8,110,239	160,202

2. Shareholders ratified the appointment of Deloitte & Touche LLP as the Company's independent auditors for the fiscal year ending December 31, 2005 as follows:

Votes For:	8,260,166
Votes Against	8,200
Votes Abstained:	2,075

ITEM 6. EXHIBITS

a. Exhibits

Exhibit 10.1	Fourteenth Amendment to Credit Agreement dated June 30, 2005
Exhibit 10.2	Fifteenth Amendment to Credit Agreement dated August 12, 2005
Exhibit 10.3	Restated and amended Purchase Agreement between Trademark Properties and Kirk & Blum Manufacturing dated June 20, 2005.
Exhibit 31.1	Rule 13(a)/15d-14(a) Certification by Chief Executive Officer
Exhibit 31.2	Rule 13(a)/15d-14(a) Certification by Chief Financial Officer
Exhibit 32.1	Certification of Chief Executive Officer (18 U.S. Section 1350)
Exhibit 32.2	Certification of Chief Financial Officer (18 U.S. Section 1350)

CECO ENVIRONMENTAL CORP.

SIGNATURE

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 thereunto duly authorized.

CECO ENVIRONMENTAL CORP.

/s/ Dennis W. Blazer

Dennis W. Blazer
V.P. - Finance and Administration
and Chief Financial Officer

Date: August 12, 2005

FOURTEENTH AMENDMENT TO CREDIT AGREEMENT

This FOURTEENTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is made as of the 30th day of June, 2005 by and among CECO GROUP, INC., CECO FILTERS, INC., AIR PURATOR CORPORATION, NEW BUSCH CO., INC., THE KIRK & BLUM MANUFACTURING COMPANY, KBD/TECHNIC, INC. and CECO ABATEMENT SYSTEMS, INC. (the "Borrowers"), and FIFTH THIRD BANK ("Fifth Third"), individually and as agent (in such capacity, the "Agent") and PNC BANK, NATIONAL ASSOCIATION ("PNC") individually, and JPMORGAN CHASE BANK, NA ("JPMC") individually, successor by merger to Bank One, NA, main office Columbus ("Bank One") (PNC, Fifth Third and Bank One or JPMC, and their respective successors and assigns, collectively, the "Banks").

BACKGROUND

A. PNC (then as Agent) the Banks and the Borrowers are parties to a Credit Agreement dated as of December 7, 1999 ("Credit Agreement") as amended by Amendment to Credit Agreement, dated as of March 28, 2000, by Second Amendment to Credit Agreement dated as of November 10, 2000, by Third Amendment to Credit Agreement dated as of March 30, 2001, by Fourth Amendment to Credit Agreement dated as of August 20, 2001, by Fifth Amendment to Credit Agreement dated as of March 27, 2002, by Sixth Amendment to Credit Agreement dated as of May 14, 2002, by Seventh Amendment to Credit Agreement dated as of November 13, 2002 and by Eighth Amendment to Credit Agreement dated as of November 13, 2003.

B. The Banks by separate Intercreditor Agreement, dated as of November 13, 2003 ("Intercreditor Agreement"), agreed to modify their positions so that from and after that date Fifth Third was solely responsible for the Revolving Credit Commitment and had no interest in the Term Loans (then and now, only Term Loan A) and PNC and Bank One owned, on an equal basis, Term Loan A and Fifth Third Bank became Agent for all purposes under the Credit Agreement, except for being the mortgagee, pledgee or secured party under existing mortgages, pledges or security agreements, given to secure the Loans made pursuant to the Amended Credit Agreement, for which purpose PNC remains agent for the Banks.

C. Fifth Third (as Agent), the Banks and Borrowers further amended the Credit Agreement by Ninth Amendment to Credit Agreement dated as of June 29, 2004, by Tenth Amendment to Credit Agreement dated as of November 10, 2004, by Eleventh Amendment to Credit Agreement dated as of December 31, 2004, by Twelfth Amendment to Credit Agreement dated as of April 26, 2005 and by Thirteenth Amendment to Credit Agreement dated as of March 31, 2005 (the Credit Agreement as amended as set forth in Recital A and this Recital C and as herein amended, the "Amended Credit Agreement").

D. JPMC has become successor by merger to Bank One, NA.

E. Borrowers and Guarantors wish to amend the Amended Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the legality and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Amended Credit Agreement.

2. Term Loan Extension and Payments.

(a) The outstanding principal balance of Term Loan A on the date hereof is \$3,141,170.00. The maturity date of Term Loan A is hereby extended to August 31, 2005, on or before which date the entire outstanding principal balance of Term Loan A, together with all interest and other charges and amounts due with respect to Term Loan A must be paid.

(b) The \$30,000 fees due to each of PNC and JPMC on July 1, 2005 pursuant to paragraph 3 of the Eleventh Amendment to Credit Agreement, if Term Loan A and all interest and other charges thereon are not paid on or before July 1, 2005 is hereby waived by PNC and JPMC. On execution of this Amendment, Borrowers shall pay to (i) PNC, a fee of \$10,000, and (ii) JPMC, a fee of \$10,000 and if Borrowers have failed to pay the entire principal balance of Term Loan A and all interest and other charges thereon on or before August 31, 2005, Borrowers shall pay on August 31, 2005, to (iii) PNC, a fee of \$20,000, and (iv) JPMC, a fee of \$20,000.

(c) The right of Borrowers to extend the maturity date of Term Loan A pursuant to paragraph 3(b) of the Ninth Amendment to Credit Agreement is hereby terminated. Borrowers shall no longer have such right.

(d) Principal and interest payments with respect to Term Loan A shall continue to be divided equally between PNC and JPMC.

3. Amendment to the Loan Documents. All references to the Credit Agreement in the Loan Documents and in any documents executed in connection therewith shall be deemed to refer to the Credit Agreement as amended by this Amendment and all prior amendments to the Credit Agreement.

4. Ratification of the Loan Documents. Notwithstanding anything to the contrary herein contained or any claims of the parties to the contrary, the Agent, the Banks and the Borrowers agree that the Loan Documents and each of the documents executed in connection therewith are in full force and effect and each such document shall remain in full force and effect, as further amended by this Amendment, and each of the Borrowers hereby ratifies and confirms its obligations thereunder.

5. Representations and Warranties.

(a) Each Borrower hereby certifies that (i) the representations and warranties of such Borrower in the Credit Agreement as previously amended, are true and correct in all material respects as of the date hereof, as if made on the date hereof, provided that, for purposes of this Amendment, only: (x) the representations and warranties made in Section 3.1(a) and (b) and 3.21 of the Amended Credit Agreement shall relate to the most recent financial statements of the type referred to therein which have been given by the Borrowers to the Banks (but the foregoing shall not be a waiver of any Default or Event of Default based on any representation or warranty made by the Borrowers in the Credit Agreement or any amendment thereof prior to this Amendment, being untrue at the time made, or for any breach of any covenant contained in the Credit Agreement, as amended prior to the date of this Amendment); (y) the representations and warranties made in Section 3.1(c) of the Amended Credit Agreement shall be made as of the date of this Amendment and not as of the Closing Date; and (z) the representations and warranties made in Section 3.2 of the Amended Credit Agreement shall refer to Material Adverse Effect since the last audited consolidated financial statements of the Borrowers provided to the Banks by the Borrowers, instead of since September 30, 1999 (but the foregoing shall not be a waiver of any Default or Event of Default based on any representation or warranty made by the Borrowers in the Credit Agreement or any amendment thereof prior to this Amendment, being untrue at the time made, or for any breach of any covenant contained in the Credit Agreement, as amended prior to the date of this Amendment); and (ii) no Event of Default and no event which could become an Event of Default with the passage of time or the giving of notice, or both, under the Credit Agreement or the other Loan Documents exists on the date hereof.

(b) Each Borrower further represents that it has all the requisite power and authority to enter into and to perform its obligations under this Amendment, and that the execution, delivery and performance of this Amendment have been duly authorized by all requisite action and will not violate or constitute a default under any provision of any applicable law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect or of the Articles of Incorporation or by-laws of such Borrower, or of any indenture, note, loan or credit agreement, license or any other agreement, lease or instrument to which such Borrower is a party or by which such Borrower or any of its properties are bound.

(c) Each Borrower also further represents that its obligation to repay the Loans, together with all interest accrued thereon, is absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to payment of the Loans, and each Borrower further represents that the Agents and Banks have fully performed all of their respective obligations under the Loan Documents through the date of this Amendment.

(d) Each Borrower also further represents that there have been no changes to the Articles of Incorporation, by-laws or other organizational documents of each such Borrower since the most recent date true and correct copies thereof were delivered to the Agent.

6. Conditions Precedent. The effectiveness of the waiver set forth herein is subject to the fulfillment, to the satisfaction of the Banks and their counsel, of the following conditions precedent:

(a) The Borrowers shall have delivered to the Banks the following, all of which shall be in form and substance satisfactory to the Banks and shall be duly completed and executed:

(i) This Amendment and the consents of the Guarantors and the Subordinated Creditors as attached hereto; and

(ii) Such additional documents, certificates and information as the Banks may require pursuant to the terms hereof or otherwise reasonably request.

(b) After giving effect to the amendments contained herein, the representations and warranties set forth in the Amended Credit Agreement shall be true and correct on and as of the date hereof.

(c) After giving effect to the amendments contained herein, no Event of Default hereunder, and no event which, with the passage of time or the giving of notice, or both, would become such an Event of Default shall have occurred and be continuing as of the date hereof.

(d) The Borrowers shall have paid to PNC, \$10,000 and to JPMC, \$10,000 as provided in paragraph 2(b) above, and shall have paid the reasonable fees and disbursements of the Banks' counsel incurred in connection with this Amendment.

7. No Waiver. This Amendment and anything contained herein or provided for herein do not and shall not be deemed to constitute a waiver by the Agent or the Banks of any Event of Default, or of any event which with the passage of time or the giving of notice or both would constitute an Event of Default, nor does it obligate the Agent or the Banks to agree to any further modifications to the Amended Credit Agreement or any other Loan Document or constitute a waiver of any of the Agent's or the Banks' other rights or remedies. All of the terms of the Credit Agreement as previously amended and as amended herein remain in full force and effect without any modification.

8. Waiver and Release. The Borrowers each on behalf of themselves, their agents, employees, officers, directors, successors and assigns, do hereby waive and release Agent and Banks, their agents, employees, officers, directors, affiliates, parents, successors and assigns, from any claims arising from or related to administration of the Amended Credit Agreement and the Loan Documents and any course of dealing among the parties not in compliance with those agreements from the inception of the Credit Agreement whether known or unknown through the date of execution and delivery of this Amendment.

9. Effective Date. The parties hereto agree that this Amendment shall for all purposes be deemed to be effective as of the date set forth in the first paragraph of this Amendment (the “effective date”) and for all purposes the Amended Credit Agreement shall be deemed to have been amended as of such date to reflect the amendments to the Credit Agreement set forth in herein, even though this Amendment is executed after such date.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CECO GROUP, INC.

By: _____

Name: Dennis W. Blazer

Title: CFO

CECO FILTERS, INC.

By: _____

Name: Dennis W. Blazer

Title: Treasurer

AIR PURATOR CORPORATION

By: _____

Name: Dennis W. Blazer

Title: Treasurer

NEW BUSCH CO., INC.

By: _____

Name: Dennis W. Blazer

Title: Treasurer

THE KIRK & BLUM MANUFACTURING
COMPANY

By: _____

Name: Dennis W. Blazer

Title: Treasurer

KBD/TECHNIC, INC.

By: _____

Name: Dennis W. Blazer

Title: Treasurer

CECO ABATEMENT SYSTEMS, INC.

By: _____

Name: Dennis W. Blazer

Title: Treasurer

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: _____

Name:

Title:

FIFTH THIRD BANK, as Agent and as a Bank

By: _____

Name:

Title:

JPMORGAN CHASE BANK, NA, as a Bank

By: _____

Name:

Title:

GUARANTOR'S CONSENT

By Corporate Guaranty, dated December 7, 1999 (the "Guaranty"), the undersigned (the "Guarantor") guaranteed to the Agent and the Banks, subject to the terms and conditions set forth therein, the prompt payment and performance of all of the Obligations (as defined therein). The Guarantor consents to the Borrowers' execution of the foregoing Fourteenth Amendment to Credit Agreement and to all documents referred to therein. The Guarantor hereby acknowledges and agrees that the Guaranty remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

CECO ENVIRONMENTAL CORP.

By: _____

Name: Phillip DeZwirek

Title: Chairman, CEO

GUARANTOR'S CONSENT

By Guaranty Agreement, dated April 26, 2005 (the "Guaranty"), the undersigned (the "Guarantor") guaranteed to Fifth Third, subject to the terms and conditions set forth therein, the prompt payment and performance of all of the Obligations (as defined therein). The Guarantor consents to the Borrowers' execution of the foregoing Fourteenth Amendment to Credit Agreement and to all documents referred to therein. The Guarantor hereby acknowledges and agrees that the Guaranty remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

Phillip DeZwirek

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fourteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

GREEN DIAMOND OIL CORP.

By: _____

Name: Phillip DeZwirek

Title: President

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fourteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

ICS TRUSTEE SERVICES, LTD.

By: _____

Name:

Title

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fourteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

HARVEY SANDLER

FIFTEENTH AMENDMENT TO CREDIT AGREEMENT

This FIFTEENTH AMENDMENT TO CREDIT AGREEMENT (this "Amendment") is made as of the 12th day of August, 2005 by and among CECO GROUP, INC., CECO FILTERS, INC., AIR PURATOR CORPORATION, NEW BUSCH CO., INC., THE KIRK & BLUM MANUFACTURING COMPANY, KBD/TECHNIC, INC. and CECO ABATEMENT SYSTEMS, INC. (the "Borrowers"), and FIFTH THIRD BANK ("Fifth Third"), individually and as agent (in such capacity, the "Agent") (FIFTH THIRD replaces itself, PNC BANK, NATIONAL ASSOCIATION ("PNC") and JPMORGAN CHASE BANK, NA ("JPMC") (successor by merger to Bank One, NA, main office Columbus ("Bank One"))) as the "Banks" for all purposes of the Credit Agreement, as subsequently amended).

BACKGROUND

A. PNC (then as Agent) the Banks and the Borrowers are parties to a Credit Agreement dated as of December 7, 1999 ("Credit Agreement") as amended by Amendment to Credit Agreement, dated as of March 28, 2000, by Second Amendment to Credit Agreement dated as of November 10, 2000, by Third Amendment to Credit Agreement dated as of March 30, 2001, by Fourth Amendment to Credit Agreement dated as of August 20, 2001, by Fifth Amendment to Credit Agreement dated as of March 27, 2002, by Sixth Amendment to Credit Agreement dated as of May 14, 2002, by Seventh Amendment to Credit Agreement dated as of November 13, 2002 and by Eighth Amendment to Credit Agreement dated as of November 13, 2003.

B. The Banks, by separate Intercreditor Agreement, dated as of November 13, 2003 ("Intercreditor Agreement"), agreed to modify their positions so that from and after that date Fifth Third was solely responsible for the Revolving Credit Commitment and had no interest in the Term Loans (then and now, only Term Loan A) and PNC and Bank One owned, on an equal basis, Term Loan A and Fifth Third Bank became Agent for all purposes under the Credit Agreement, except for being the mortgagee, pledgee or secured party under existing mortgages, pledges or security agreements, given to secure the Loans made pursuant to the Amended Credit Agreement, for which purpose PNC remains agent for the Banks.

C. Fifth Third (as Agent), the Banks and Borrowers further amended the Credit Agreement by Ninth Amendment to Credit Agreement dated as of June 29, 2004, by Tenth Amendment to Credit Agreement dated as of November 10, 2004, by Eleventh Amendment to Credit Agreement dated as of December 31, 2004, by Twelfth Amendment to Credit Agreement dated as of April 26, 2005, by Thirteenth Amendment to Credit Agreement dated as of March 31, 2005 and by Fourteenth Amendment to Credit Agreement dated as of June 30, 2005 (the Credit Agreement as amended as set forth in Recital A and this Recital C and as herein amended, the "Amended Credit Agreement").

D. JPMC has become successor by merger to Bank One, NA.

E. Fifth Third has acquired the interests of PNC and JPMC in Term Loan A by Second Intercreditor Agreement dated as of immediately prior to the execution and delivery of this Amendment.

F. Borrowers and Guarantors wish to amend the Amended Credit Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the legality and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Amended Credit Agreement.

2. Term Loan Extension and Payments.

(a) The outstanding principal balance of Term Loan A on the date hereof is \$3,141,170.00. The maturity date of Term Loan A is hereby extended to January 1, 2006, on or before which date the entire outstanding principal balance of Term Loan A, together with all interest and other charges and amounts due with respect to Term Loan A must be paid.

(b) Borrowers shall make payments of interest only on Term Loan A to Fifth Third, monthly, in arrears, on the first day of each calendar month. Provided there is no default under the Amended Credit Agreement, Borrowers will have no obligation to make any principal payments on Term Loan A until January 1, 2006.

(c) Commencing on the date of this Amendment, the interest rate on Term Loan A is reduced to Base Rate plus 5%.

3. Amendment to Credit Agreement. Beginning on the date of this Amendment, Section 2.1(a)(y) of the Credit Agreement, as previously amended, is further amended by deducting from the result of the calculation in Section 2.1(a)(y) of the Credit Agreement, as previously amended, the outstanding principal balance of Term Loan A on the date of such calculation. The foregoing notwithstanding, the maximum amount of Revolving Credit Loans shall not exceed the lesser of the amounts determined under Section 2.1(a)(x) or Section 2.1(a)(y) of the Credit Agreement, both as previously amended and as herein amended. In addition, in the event that the amount outstanding on the Revolving Credit Loan ever exceeds the lesser of the amounts determined under Section 2.1(a)(x) or (y) of the Credit Agreement. Borrowers shall be obligated to immediately reduce by payment to Fifth Third the amount of the Revolving Credit Loan so that the amount of the Revolving Credit Loan does not exceed the lesser of the amounts determined under Section 2.1(a)(x) or (y) of the Credit Agreement.

4. Waiver. Fifth Third, as the sole remaining member of the Banks, hereby waives the requirement that the Borrowers comply with the Financial Covenants as provided in Section 6.1

of the Amended Credit Agreement, as of June 30, 2005. The foregoing waiver shall not waive the Borrowers' obligations to comply with such Financial Covenants on any other date or any other obligation of Borrowers under the Amended Credit Agreement.

5. Amendment Fee. Upon execution of this Amendment, Borrowers shall pay to Fifth Third an amendment fee of \$2,500.

6. Amendment to the Loan Documents. All references to the Credit Agreement in the Loan Documents and in any documents executed in connection therewith shall be deemed to refer to the Credit Agreement as amended by this Amendment and all prior amendments to the Credit Agreement.

7. Ratification of the Loan Documents. Notwithstanding anything to the contrary herein contained or any claims of the parties to the contrary, the Agent, Fifth Third, as the sole remaining member of the Banks, and the Borrowers agree that the Loan Documents and each of the documents executed in connection therewith are in full force and effect and each such document shall remain in full force and effect, as further amended by this Amendment, and each of the Borrowers hereby ratifies and confirms its obligations thereunder.

8. Representations and Warranties.

(a) Each Borrower hereby certifies that (i) the representations and warranties of such Borrower in the Credit Agreement as previously amended, are true and correct in all material respects as of the date hereof, as if made on the date hereof, provided that, for purposes of this Amendment, only: (x) the representations and warranties made in Section 3.1(a) and (b) and 3.21 of the Amended Credit Agreement shall relate to the most recent financial statements of the type referred to therein which have been given by the Borrowers to the Banks (but the foregoing shall not be a waiver of any Default or Event of Default based on any representation or warranty made by the Borrowers in the Credit Agreement or any amendment thereof prior to this Amendment, being untrue at the time made, or for any breach of any covenant contained in the Credit Agreement, as amended prior to the date of this Amendment); (y) the representations and warranties made in Section 3.1(c) of the Amended Credit Agreement shall be made as of the date of this Amendment and not as of the Closing Date; and (z) the representations and warranties made in Section 3.2 of the Amended Credit Agreement shall refer to Material Adverse Effect since the last audited consolidated financial statements of the Borrowers provided to the Banks by the Borrowers, instead of since September 30, 1999 (but the foregoing shall not be a waiver of any Default or Event of Default based on any representation or warranty made by the Borrowers in the Credit Agreement or any amendment thereof prior to this Amendment, being untrue at the time made, or for any breach of any covenant contained in the Credit Agreement, as amended prior to the date of this Amendment); and (ii) no Event of Default and no event which could become an Event of Default with the passage of time or the giving of notice, or both, under the Credit Agreement or the other Loan Documents exists on the date hereof.

(b) Each Borrower further represents that it has all the requisite power and authority to enter into and to perform its obligations under this Amendment, and that the execution, delivery and performance of this Amendment have been duly authorized by all requisite action and will not violate or constitute a default under any provision of any applicable law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect or of the Articles of Incorporation or by-laws of such Borrower, or of any indenture, note, loan or credit agreement, license or any other agreement, lease or instrument to which such Borrower is a party or by which such Borrower or any of its properties are bound.

(c) Each Borrower also further represents that its obligation to repay the Loans, together with all interest accrued thereon, is absolute and unconditional, and there exists no right of set off or recoupment, counterclaim or defense of any nature whatsoever to payment of the Loans, and each Borrower further represents that the Agents and Banks have fully performed all of their respective obligations under the Loan Documents through the date of this Amendment.

(d) Each Borrower also further represents that there have been no changes to the Articles of Incorporation, by-laws or other organizational documents of each such Borrower since the most recent date true and correct copies thereof were delivered to the Agent.

9. Conditions Precedent. The effectiveness of the waiver set forth herein is subject to the fulfillment, to the satisfaction of Fifth Third and its counsel, of the following conditions precedent:

(a) The Borrowers shall have delivered to Fifth Third the following, all of which shall be in form and substance satisfactory to the Banks and shall be duly completed and executed:

(i) This Amendment and the consents of the Guarantors and the Subordinated Creditors as attached hereto; and

(ii) Such additional documents, certificates and information as Fifth Third may require pursuant to the terms hereof or otherwise reasonably request.

(b) After giving effect to the amendments contained herein, the representations and warranties set forth in the Amended Credit Agreement shall be true and correct on and as of the date hereof.

(c) After giving effect to the amendments contained herein, no Event of Default hereunder, and no event which, with the passage of time or the giving of notice, or both, would become such an Event of Default shall have occurred and be continuing as of the date hereof.

(d) The Borrowers shall have paid the amendment fee as provided in paragraph 5 hereof and the reasonable fees and disbursements of the Banks' counsel incurred in connection with this Amendment.

10. No Waiver. This Amendment and anything contained herein or provided for herein do not and shall not be deemed to constitute a waiver by the Agent or Fifth Third of any Event of Default, or of any event which with the passage of time or the giving of notice or both would constitute an Event of Default, nor does it obligate the Agent or Fifth Third to agree to any further modifications to the Amended Credit Agreement or any other Loan Document or constitute a waiver of any of the Agent's or the Banks' other rights or remedies. All of the terms of the Credit Agreement as previously amended and as amended herein remain in full force and effect without any modification.

11. Waiver and Release. The Borrowers each on behalf of themselves, their agents, employees, officers, directors, successors and assigns, do hereby waive and release Agent and Banks, their agents, employees, officers, directors, affiliates, parents, successors and assigns, from any claims arising from or related to administration of the Amended Credit Agreement and the Loan Documents and any course of dealing among the parties not in compliance with those agreements from the inception of the Credit Agreement whether known or unknown through the date of execution and delivery of this Amendment.

12. Effective Date. The parties hereto agree that this Amendment shall for all purposes be deemed to be effective as of the date set forth in the first paragraph of this Amendment (the "effective date") and for all purposes the Amended Credit Agreement shall be deemed to have been amended as of such date to reflect the amendments to the Credit Agreement set forth in herein, even though this Amendment is executed after such date.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

CECO GROUP, INC.

By: _____
Name: Dennis W. Blazer
Title: Chief Financial Officer

CECO FILTERS, INC.

By: _____
Name: Dennis W. Blazer
Title: Treasurer

AIR PURATOR CORPORATION

By: _____
Name: Dennis W. Blazer
Title: Treasurer

NEW BUSCH CO., INC.

By: _____
Name: Dennis W. Blazer
Title: Treasurer

THE KIRK & BLUM MANUFACTURING COMPANY

By: _____
Name: Dennis W. Blazer
Title: Treasurer

KBD/TECHNIC, INC.

By: _____
Name: Dennis W. Blazer
Title: Treasurer

CECO ABATEMENT SYSTEMS, INC.

By: _____
Name: Dennis W. Blazer
Title: Treasurer

FIFTH THIRD BANK, as Agent and as the last remaining
member of the Banks

By: _____
Name:
Title:

GUARANTOR'S CONSENT

By Corporate Guaranty, dated December 7, 1999 (the "Guaranty"), the undersigned (the "Guarantor") guaranteed to the Agent and the Banks, subject to the terms and conditions set forth therein, the prompt payment and performance of all of the Obligations (as defined therein). The Guarantor consents to the Borrowers' execution of the foregoing Fifteenth Amendment to Credit Agreement and to all documents referred to therein. The Guarantor hereby acknowledges and agrees that the Guaranty remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

CECO ENVIRONMENTAL CORP.

By: _____
Name: Phillip DeZwirek
Title: Chairman, CEO

GUARANTOR'S CONSENT

By Guaranty Agreement, dated April 26, 2005 (the "Guaranty"), the undersigned (the "Guarantor") guaranteed to Fifth Third, subject to the terms and conditions set forth therein, the prompt payment and performance of all of the Obligations (as defined therein). The Guarantor consents to the Borrowers' execution of the foregoing Fifteenth Amendment to Credit Agreement and to all documents referred to therein. The Guarantor hereby acknowledges and agrees that the Guaranty remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

Phillip DeZwirek

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fifteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

GREEN DIAMOND OIL CORP.

By: _____

Name: Phillip DeZwirek

Title: President

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fifteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

ICS TRUSTEE SERVICES, LTD.

By: _____
Name:
Title:

SUBORDINATED CREDITOR'S CONSENT

The undersigned (the "Subordinated Creditor") is a party to the Subordination Agreement with the Agent and the Banks and other subordinated creditors, dated December 7, 1999 (the "Subordination Agreement"). The Subordinated Creditor consents to the Borrowers' execution of the foregoing Fifteenth Amendment to Credit Agreement and to all documents referred to therein. The Subordinated Creditor hereby acknowledges and agrees that the Subordination Agreement remains unaltered and in full force and effect and is hereby ratified and confirmed in all respects.

HARVEY SANDLER

RESTATED AND AMENDED PURCHASE AGREEMENT

This Restated and Amended Purchase Agreement (“Agreement”) is made as of the 20th day of June, 2005 (hereinafter the “date of this Agreement”), by TRADEMARK PROPERTY COMPANY, a Texas corporation (“Purchaser”), and **THE KIRK & BLUM MANUFACTURING COMPANY**, an Ohio corporation (“Seller”). Seller and Purchaser executed that certain Purchase Agreement dated November 20, 2003, as subsequently amended by two (2) amendments dated February 27, 2004, and August 12, 2004, respectively (as amended, the “Original Agreement”). Seller and Purchaser now desire to amend and restate the Original Agreement in its entirety. For good and valuable consideration — the receipt and sufficiency of which are hereby acknowledged — Seller and Purchaser hereby agree that the Original Agreement is hereby amended and restated in its entirety as follows:

1. Property. Seller agrees to sell and convey to Purchaser, on the terms and subject to the conditions contained in this Agreement, the land comprised of the two separate parcels depicted on EXHIBIT “A” attached hereto and made a part hereof (such parcels, as identified on EXHIBIT “A” attached hereto, are hereafter referred to as “Parcel A” and “Parcel B”; respectively), totaling approximately 10.7298 acres, together with all improvements located thereon, and together with any and all appurtenant rights and easements (Parcels A and B are collectively referred to herein as the “Property”). Notwithstanding the foregoing, Seller, at its sole discretion, may remove any property from the Property, whether such property maybe considered personal property, real property or a fixture, including, without limitation, cranes, conveyors, electric bus ducts and all other property on the Property (in accordance with the terms of Paragraph 5 of this Agreement).

2. Purchase Price. The Purchase Price (“Purchase Price”) for the Property shall be Eight Million Dollars (\$8,000,000.00) allocated as follows: Six Million Nine Hundred Thousand Dollars (\$6,900,000.00) for Parcel A and One Million One Hundred Thousand Dollars (\$1,100,000.00) for Parcel B. The Purchase Price shall be payable as follows:

a. Seller acknowledges and agrees that Purchaser has previously paid Seller a deposit totaling Two Hundred Fifty Thousand Dollars (\$250,000.00) (“Nonrefundable Deposit”), which Nonrefundable Deposit is non-refundable to Purchaser for any reason, but which Nonrefundable Deposit will be applied against the Purchase Price at the Closing of Parcel A as set forth in Paragraph 2(c) below;

b. Within five (5) business days after Purchaser’s receipt of written notice of Seller’s Board Approval as provided in Section 10(a) of this Agreement, Purchaser shall deposit with the Title Company (hereafter defined) the sum of Two Hundred Thousand Dollars (\$200,000.00) (“Refundable Deposit”), which sum must be held in escrow by the Title Company in an interest bearing account and disbursed in accordance with the terms of this Agreement. The Nonrefundable Deposit and the Refundable Deposit total Four Hundred Fifty Thousand Dollars (\$450,000.00) and are collectively referred to herein as the “Deposit”. Notwithstanding anything to the contrary contained in this Agreement, the Refundable Deposit will be fully refundable to Purchaser up until July 15, 2005, if Purchaser terminates this Agreement for any reason or no reason. Thereafter, the Refundable Deposit shall be refundable to Purchaser only if Purchaser terminates this Agreement due to (i) a Title Defect due to the act or omission of Seller occurring after July 15, 2005, (ii) an environmental condition at the Property due to the act or omission of Seller occurring after July 15, 2005, (iii) as to Parcel A only, Purchaser’s failure to obtain all necessary permits and governmental approvals for its intended development of the Property despite Purchaser’s good faith diligent efforts, or (iv) as to Parcel A only, Purchaser’s failure to obtain tax increment financing or other governmental incentives for the development of the

Property and/or the Kennedy Connector despite Purchaser's good faith diligent efforts. If Purchaser terminates this Agreement as to Parcel A after July 15, 2005, for any of the reasons set forth in the preceding sentence, or terminates this Agreement as to Parcel B pursuant to (i) or (ii) (but not (iii) or (iv) which shall be deemed satisfied or waived as of the Closing of Parcel A), then Purchaser's termination will not be deemed a default under Section 7 of this Agreement, but in such event, Purchaser will be entitled to the return of the Refundable Deposit, but not the Nonrefundable Deposit or any "Extension Fee", hereafter defined, if applicable, or the "Incentive Fee", hereafter defined, if applicable, each of which may be retained by Seller after such termination unless Purchaser's termination of this Agreement is due to Seller's default in which case Seller shall promptly refund all funds except the Nonrefundable Deposit which is non-refundable under any circumstance.

c. Six Million Five Hundred Thousand Dollars (\$6,500,000.00) plus or minus the credits or prorations provided for by the terms of this Agreement; net of the Nonrefundable Deposit previously paid to Seller; and net of the Extension Fee (hereafter defined), if any, paid by Seller in connection with the Closing of Parcel A (hereafter defined) shall be paid by certified or cashier's check, title company escrow check, or by wire of immediately available funds at Closing of Parcel A [Seller and Purchaser acknowledging that Four Hundred Thousand Dollars (\$400,000.00) of the Purchase Price allocated to Parcel A is deferred and will not be due and payable by Purchaser until the Closing of Parcel B]; and

d. the remaining balance of One Million Five Hundred Thousand Dollars (\$1,500,000.00) of the Purchase Price (which amount includes the deferred portion of the Purchase Price allocated to Parcel A) plus or minus the credits or prorations provided by the terms of this Agreement; net of the Refundable Deposit which will be applied against the deferred portion of the Purchase Price at the Closing of Parcel B; net of the Extension Fee, if any, paid by Purchaser in connection with the Closing of Parcel B (hereafter defined); and net of the Incentive Fee (hereafter defined), if any, paid by Purchaser in connection Seller's early turnover of possession of Parcel A shall be paid by certified or cashier's check, title company escrow check, or by wire of immediately available funds at the Closing of Parcel B.

3. Conveyance. At each Closing, Seller shall deliver to Purchaser a duly executed and acknowledged limited warranty deed (the "Deed") for Parcel A or Parcel B, as the case may be, conveying to Purchaser recordable, marketable, and indefeasible title to such parcel in fee simple, free and clear of all liens and encumbrances, of record and in fact, subject only to the following ("Permitted Exceptions"): (a) easements, encumbrances and restrictions of record (but, in any event, Seller shall be required to remove all mortgages and other monetary liens, except for real estate taxes and installments of assessments not yet due and payable); (b) installments of real estate taxes and assessments which are a lien upon the Property, but not yet due and payable; (c) Seller's post Closing occupancy rights; and (d) the rights of property owners in and to private roadways pursuant to recorded documents, public highways, public right of ways and rights of the public to utilize streets, as described herein.

4. Inspection.

a. Property Inspection. Seller shall make the Property available for inspection by Purchaser, its agents and employees from the date of this Agreement through the date of Closing, and Purchaser may undertake at Purchaser's sole expense, as complete a physical and environmental inspection and investigation of the Property and the circumstances surrounding the Property as Purchaser deems appropriate in order to determine that the Property is suitable for the development, construction, operation and use of a commercial project, together with and in conjunction with adjacent real property being acquired by Purchaser (the "Project"). Purchaser

agrees to restore the Property to its original condition upon completion of any such inspections, and to indemnify Seller against all damages incurred by Seller as a result of the entry upon the Property by Purchaser's agents or employees. Purchaser shall, promptly after receipt, provide Seller with copies of all inspection reports regarding the physical condition of the Property as generated pursuant to this Paragraph.

b. **Title and Survey.** On or before thirty (30) days after the date of this Agreement, Purchaser shall obtain at Purchaser's expense a title insurance commitment ("Title Commitment") from Lawyers Title of Cincinnati, Inc. as agent for Lawyers Title Insurance Corporation (the "Title Company"). In addition, Purchaser may obtain a survey (the "Survey") of the Property prepared by a registered land surveyor, which Survey shall be certified to Purchaser and to the Title Company in the form required by Purchaser and/or the Title Company. The Survey may also (i) show the present location of any improvements on the Property, including any encroachments onto adjoining land and encroachments by adjoining improvements onto the Property; (ii) show all easements whether recorded or visible; (iii) show access to public roads or ways (if any exists); (iv) include the legal description and the gross amount of the total acreage for Parcel A and Parcel B; (v) include a certification that the Property is not located in the one hundred (100) year flood plain, and (vi) be sufficient to enable the Title Company to delete its standard survey exception and issue a title insurance policy (the "Title Policy") for the Property free from any exceptions relating to survey matters, and if the Property consists of more than one tax parcel, to issue a contiguity endorsement. Purchaser shall, promptly after receipt, provide Seller with a copy of the Title Commitment and survey. If necessary, Seller shall cooperate with Purchaser to obtain a division of the Property into two (2) separate parcels, including the execution of any required applications as owner of the Property; provided, however, Purchaser shall bear the cost of such division.

c. **Title Defects.** If (1) the Title Commitment shows that Seller does not have recordable, marketable, and indefeasible title to the Property in fee simple subject only to the Permitted Exceptions; or if (2) the Title Commitment or the Survey shows that the Property is subject to any title defects, liens, encumbrances, easements, rights-of-way, covenants, reservations or restrictions other than Permitted Exceptions and mortgages or other monetary liens which Seller agrees Seller will cause to be discharged or canceled at the time of Closing; or if (3) the Survey discloses conditions which are not in conformity with the criteria set forth in the preceding paragraph; or if (4) Purchaser determines that any utility easements or other matters will have an adverse affect upon the ability to fully use the Property for the Project (all of the foregoing being collectively called "Title Defects" or individually, a "Title Defect"), then Purchaser shall give Seller written notice thereof on or prior to the forty-fifth (45th) day after the date of this Agreement. On or before ten (10) days after Seller's receipt of written notice of any Title Defect, Seller shall notify Purchaser in writing whether or not Seller intends to cure such Title Defect. If Seller notifies Purchaser in writing that Seller intends to cure any Title Defect, then Seller shall do so at its expense prior to Closing. If Seller notifies Purchaser in writing that Seller is unwilling or unable to remove any Title Defect, then Purchaser may, at its option, (i) agree to waive such defects and proceed to close the purchase of the Property as-is; or (ii) terminate this Agreement, such notice to be given in writing within five (5) days after expiration of said ten (10) day period. If Seller fails to respond to the Title Defect in writing within the specified time period, then Seller shall be deemed to have notified Purchaser that it is unwilling or unable to cure the Title Defect and Purchaser shall have the same options described in the immediately preceding sentence. Purchaser shall elect option (i) or (ii) above by written notice to Seller. If Purchaser fails to elect either option as provided herein, Purchaser shall be deemed to have elected option (i). If Purchaser terminates this Agreement pursuant to provisions of this sub-paragraph, Seller shall refund the Refundable Deposit (and the Extension Fee (hereafter defined), if applicable) to Purchaser free and clear of all claims of Seller, and both parties shall be released from all further obligations hereunder.

5. Closing; Possession. The parties hereto agree to close the purchase and sale of Parcel A (hereinafter, the "Closing of Parcel A") on or before July 15, 2005, and to close the purchase and sale of Parcel B ("the Closing of Parcel B") on or before the later of (i) April 1, 2006, 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. The Closing of Parcel A and the Closing of Parcel B are collectively (or individually, as the context requires) referred to herein as the "Closing". Each Closing will take place in the offices of Seller or Seller's counsel. Purchaser shall have the right to move each Closing to an earlier date with the written agreement of Seller. Purchaser has three (3) thirty (30) day extensions of the Closing of Parcel A and three (3) thirty (30) day extensions of the Closing of Parcel B. To exercise these rights, Purchaser must — prior to the expiration of the scheduled Closing of Parcel A or the scheduled Closing of Parcel B, as the case may be — deliver to Seller (with a copy to Title Company) written notice of Purchaser's exercise of the applicable thirty (30) day extension. Each time Purchaser exercises a thirty (30) day extension of the Closing of Parcel A or the Closing of Parcel B, as the case may be, Purchaser must pay to Seller an extension fee ("Extension Fee") for such extension as follows: \$50,000.00 for the first extension of either the Closing of Parcel A or B; \$100,000.00 for the second extension of either the Closing of Parcel A or B; \$200,000.00 for the third extension of either the Closing of Parcel A or B. Once paid to Seller, the Extension Fee is non-refundable to Purchaser for any reason other than the failure of any condition of Purchaser set forth in Paragraph 2.b. or as provided in Paragraphs 7 or 9 below, but such Extension Fee will be applied against the Purchase Price at the Closing of the particular parcel. Seller shall at each Closing execute and deliver such other documents or instruments as may be reasonably required by Purchaser, or required by other provisions of this Agreement, or reasonably necessary to effectuate the Closing, including, without limitation, the deed as required by this Agreement, a commercially reasonable title affidavit, such proof of authority as may reasonably be requested, and a closing statement. Purchaser shall deliver the portion of the Purchase Price due at each Closing pursuant to the terms of this Agreement and execute and deliver such other documents or instruments as may reasonably be required by Seller to effectuate the Closing, including, without limitation, a closing statement.

Seller shall have the right to occupy and possess the Parcel A and Parcel B for up to ten (10) months after the date of the Closing of Parcel A, with no rent obligations, but Seller shall be responsible for paying real estate taxes, insurance costs, utility costs and other occupancy and operation costs for such parcels during its period of occupancy. Prior to the Closing of Parcel A, Seller and Purchaser shall negotiate and execute a lease agreement reflecting such rights and obligations and permitting Purchaser to enter upon Parcel A and Parcel B during such occupancy period in order to conduct surveys, tests and other activities which do not interfere with Seller's operation of its business at such parcels. Seller shall, prior to the date occupancy is to be delivered to Purchaser, remove all property that Seller desires to remove and any items remaining after such date may be disposed by Purchaser in any manner it desires. Both parties agree to negotiate in good faith in order to enter into the above described Lease. If the Seller vacates Parcel A on or before six (6) months after the Closing of Parcel A, then as consideration for Seller's early turnover of Parcel A, Purchaser shall pay Seller the sum of Three Hundred Thousand Dollars (\$300,000.00) ("Incentive Fee") within thirty (30) days after Seller's delivery of possession of Parcel A to Purchaser, which Incentive Fee is non-refundable to Purchaser for any reason, but which Incentive Fee will be applied against the Purchase Price at the Closing of Parcel B.

6. Purchaser's Conditions.

a. Purchaser's Conditions. The obligation of Purchaser to perform is subject to satisfaction of each of the following conditions on or prior to Closing, which may be waived solely by Purchaser. Purchaser may terminate this Agreement by written notice to Seller, if any of these conditions are not satisfied to Purchaser's sole satisfaction. If the Agreement is terminated due to the failure of any of the following conditions, then Seller shall refund the Deposit (and the Extension Fee, if applicable) to Purchaser free and clear of all claims of Seller, and neither party shall have any further rights or obligations hereunder.

i. Performance by Seller. Seller shall have not breached any warranty contained in this Agreement nor shall Seller have failed to perform any obligation required by this Agreement to be performed by Seller.

ii. Title Policy. The Title Company shall have irrevocably committed itself as of July 15, 2005, in writing to deliver to Purchaser an owner's title policy in the full amount of the Purchase Price, insuring in Purchaser good record marketable title to the Property, with all standard and general exceptions deleted or endorsed over so as to afford full "extended form coverage" and showing as exceptions only the Permitted Exceptions, subject only to the requirement that Seller execute and deliver the documents required hereunder, and any Title Defects described in Paragraph 4 shall have been removed or waived, and no additional Title Defects shall arise prior to the date of Closing.

b. Seller's Conditions. The obligations of Seller to perform under this Agreement are subject to satisfaction of each of the following conditions on or before the date mentioned in each condition. If these conditions are not satisfied on or before the applicable date, then Seller may terminate this Agreement by written notice to Purchaser, whereupon Seller may retain the Deposit free and clear of all claims of Purchaser if such termination is due to the failure of condition (i) below, and neither party shall have any further obligations hereunder. If such termination is due to the failure of condition (ii) below, then Seller shall refund the Deposit (and the Extension Fee, if applicable) to Purchaser free and clear of all claims of Seller, and neither party shall have any further rights or obligations hereunder. If Seller fails to terminate this Agreement by written notice to Purchaser on or before the applicable date mentioned in each contingency, then the contingency contained therein shall be deemed to be satisfied or waived by Seller as of the date so mentioned.

i. Performance by Purchaser. Purchaser shall not have breached any warranty contained in this Agreement nor shall Purchaser have failed to perform any obligations required by this Agreement to be performed by Purchaser. Seller's right to terminate this Agreement pursuant to this Paragraph 6(b) shall expire on the date of the Closing of Parcel B.

ii. Agreement as to Seller's Post-Closing Possession. On or before the Closing of Parcel A, Seller and Purchaser shall have agreed to a lease of Parcel A and Parcel B setting forth Seller's post-closing possessory rights and obligations.

7. Failure to Close. Both Purchaser and Seller shall have the right to terminate this Agreement if any of the conditions described in Paragraph 6 are not satisfied or waived on or before the dates referenced therein by written notice of such termination to the other party, whereupon neither party shall have any further obligations to the other under this Agreement. Seller shall have the right to

terminate this Agreement only upon the failure of an express contingency set forth in Paragraph 6(b) above. If Seller defaults in any of its obligations hereunder, or if any of Seller's representations and warranties made in this Agreement prove to be untrue as of the date of Closing, then, in addition to any other legal or equitable remedies available to Purchaser, including specific performance, Purchaser shall have the right to have the Refundable Deposit, the Extension Fee (if any), and the Incentive Fee (if any) returned to Purchaser provided that if such default or failure relates to Parcel B, Seller shall return only the Refundable Deposit to Purchaser together with any Extension Fee related to Parcel B. If Purchaser or Seller do not terminate this Agreement pursuant to an express right to do so as contained herein, and if Seller does not default in any of its obligations hereunder and none of the Seller's representations and warranties prove to be untrue, but Purchaser fails to close as required by this Agreement, then Seller's sole and exclusive right and remedy shall be to retain the Deposit (and the Extension Fee and Incentive Fee, if applicable) paid by Purchaser as liquidated damages, the parties acknowledging and agreeing that Seller's actual damages could be difficult if not impossible to ascertain; provided, however, if Purchaser fails to close the purchase of Parcel B pursuant to the terms of this Agreement following Purchaser's acquisition of Parcel A, then Purchaser must also pay Seller the deferred portion of the Purchase Price allocated to Parcel A (i.e., \$400,000.00), to the extent Purchaser has not previously paid Seller such amount.

8. Real Estate Taxes and Other Prorations. Real estate taxes and current installments of assessments applicable to Parcel A or Parcel B, as the case may be, for the year in which the Closing for that particular parcel occurs shall be prorated as of the date of the applicable Closing, based upon the most recently issued tax bills, with Purchaser receiving a credit at such Closing for the real estate taxes charged for such parcel for the time period prior to such Closing. If either Parcel A or Parcel B is subject to any assessments, then installments of such assessments shall be likewise prorated at the applicable Closing.

9. Eminent Domain or Casualty. If all or a material portion of either Parcel A or Parcel B (meaning more than 15% of the acreage of such parcel) is taken or is made subject to eminent domain or other governmental acquisition proceedings prior to the applicable Closing, then Seller shall promptly notify Purchaser thereof, and Purchaser may either (i) complete such Closing and receive the proceeds paid or payable on account of such acquisition proceedings, including any right to receive the same or terminate this Agreement, in which event Seller shall retain the Deposit, if paid or (ii) terminate this Agreement by written notice to Seller, and in such event, the Seller shall refund the Refundable Deposit (and the Extension Fee and the Incentive Fee, if applicable) to Purchaser free and clear of all claims of Seller, and neither party shall have any further rights or obligations hereunder. If any of the buildings or improvements are damaged or destroyed prior to Closing by fire or any other casualty, then Purchaser shall proceed to Closing but Seller shall receive the insurance proceeds paid or payable on account of such damage or destruction, including any rights to receive the same, and the Purchase Price will be reduced by the amount of such insurance proceeds.

10. Agreements, Representations and Warranties of Seller. Seller represents, warrants, and covenants to Purchaser as to the following matters, and shall be deemed to remake all of the following representations, warranties, and covenants as of the date of each Closing. The truth and accuracy of all of the following representations, warranties, and covenants shall be conditions precedent to Purchaser's obligation to close under this Agreement.

a. Validity of Agreement. To Seller's actual knowledge, the entering into of this Agreement and the consummation of the sale of the Property will not require Seller to obtain (either before or after the Closing) any consent, license, permit, waiver, approval, authorization or any other action of, by, or with respect to any non-governmental or governmental person or entity other than obtaining the consent of Seller's Board of Directors to Seller's execution of this

Agreement. Following the execution of this Agreement by Seller and Purchaser, Seller shall submit this Agreement to its Board of Directors for approval ("Board Approval"). If Seller's Board of Directors do not approve Seller's execution of this Agreement as evidenced by a duly passed resolution or authorized written consent within seven (7) days after the date of this Agreement, then either Seller or Purchaser may thereafter terminate this Agreement by written notice to the other party, and in such event, neither party will have any further rights or obligations hereunder. If Seller obtains Board Approval, Seller shall promptly furnish Purchaser with written notice of same, together with a copy of the certified resolution or signed written consent evidencing such Board Approval.

b. Violation of Law. To Seller's actual knowledge, there is no condition existing with respect to the maintenance, operation, use, or occupancy of the Property which violates any statute, ordinance, law, or code, nor has Seller received any notice, written or otherwise, from any governmental agency alleging violations of any law, statute, ordinance, or regulation relating to the Property.

c. Legal Proceedings. To Seller's actual knowledge, there is not pending or, to the best of Seller's knowledge, threatened, litigation, eminent domain proceeding, arbitration, administrative action or examination, claim or demand whatsoever relating to the Property.

d. Access. To Seller's actual knowledge, no fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways or which could result in discontinuation of necessary sewer, water, electric, gas, telephone, or other utilities or services, except for Purchaser's expressed intention to discontinue operation of the Factory Power Plant.

e. Transfer of Property. Prior to Closing, Seller shall not lease, encumber, or transfer all or any part of the Property without Purchaser's consent. Seller warrants that, except for this Agreement, there are no purchase contracts, options, leases or any other agreements of any kind, oral or written, formal or informal, whereby any person or entity other than Seller will have acquired or will have any basis to assert any right, title, or interest in, or right to possession, use, enjoyment or proceeds of any part or all of the Property except for as may be of record in the Hamilton County Recorder. At or prior to Closing, Seller shall cause all mortgages and other monetary liens (except for real estate taxes and assessments not yet due and payable) to be discharged and released.

f. Hazardous Materials. Prior to the execution of this Agreement, Seller has provided true, accurate and complete copies of a Phase I and Phase II environmental study of the Property (the "Environmental Reports"). Except as disclosed in the Environmental Reports, to Seller's actual knowledge, no Hazardous Materials exist on the Property.

g. Cooperation. Seller shall reasonably cooperate with Purchaser, at no cost to Seller, as maybe necessary in order to satisfy Purchaser's conditions in Paragraph 6 of this Agreement, including signing such applications, consents and other documents and instruments as Purchaser may reasonably request for zoning, permitting or other purposes, in its efforts to satisfy conditions and by making available to Purchaser all information which is related to the Property available to Purchaser.

h. Service Agreements. All management and service agreements, if any, affecting Parcel A or Parcel B will be terminated as of the date of the expiration of Seller's post-Closing occupancy rights of such parcel so that there shall be no obligations under any management or service agreements affecting Parcel A or Parcel B, as the case may be, after such date.

As used herein, the term “actual knowledge” shall be deemed to mean the actual knowledge of Seller’s senior officers.

11. The Agreements, Representations and Warranties of Purchaser. Purchaser represents, warrants and covenants to Seller, and shall be deemed to remake all such representations, warranties and covenants as of the date of each Closing, that, to Purchaser’s actual knowledge (being defined as the actual knowledge of Purchaser’s senior officers), entering into this Agreement and the consummation of the purchase of the Property will not require Purchaser to obtain (either before or after the Closing) any consent, license, permit, waiver, approval, authorization or any other action of, by or with respect to any non-governmental or governmental person or entity. Purchaser is authorized, and the person signing on behalf of Purchaser is authorized, to execute and deliver this Agreement and all documents contemplated hereby, and both the Purchaser and the person signing on behalf of Purchaser have the full right, power and authority to consummate the transaction contemplated by this Agreement. The truth and accuracy of the preceding representations, warranties and covenants shall be conditions precedent to Seller’s obligation to close under this Agreement.

12. Notices. All notices required or permitted by this Agreement shall be in writing, and shall be deemed properly delivered when and if hand delivered, sent by Federal Express or other nationally recognized overnight courier service or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties hereto at their respective addresses set forth below or as they may hereafter specify by written notice delivered in accordance herewith:

Purchaser: Rick Knight
Trademark Property Company
301 Commerce Street, Suite 3635
Fort Worth, Texas 76102

With a copy to: Richard D. Herndon
Griffin-Fletcher, LLP
3500 Red Bank Road
Cincinnati, Ohio 45227

With a copy to: Cincinnati Galleria, LLC
c/o Vision Land Development, LLC
455 Delta Avenue, Suite 108
Cincinnati, Ohio 45226
Attn: Mr. Kent Arnold

Seller: Ceco Environmental Corp.
3120 Forrer Street
Cincinnati, Ohio 45209-1016
Attn: Mr. David Blum

With a copy to: George Vincent, Esq.
Dinsmore & Shohl, LLP
255 East Fifth Street
1900 Chemed Center
Cincinnati, Ohio 45202

13. Expenses. Purchaser shall pay for any transfer tax in connection with the sale of the Property. Purchaser shall pay the survey costs, the title insurance premium and recording charges. Each party shall pay for its own legal and accounting fees and other expenses in connection with this Agreement and the sale and transfer of the Property.

14. Brokers. Purchaser and Seller hereby represent to each other that it has not involved or worked with any brokers, agents or finders in the negotiation of this Agreement or the consummation of this transaction and that there are no such other brokers, agents or finders that have any right to claim a commission or fee due to the consummation of this transaction. Purchaser and Seller hereby agree to indemnify and hold harmless each other from and against any and all liabilities, including costs and expenses such as attorneys' fees, arising out of any claims by any brokers, agents or finders that they are entitled to such a commission or fee as the result of the actions of the indemnifying party.

15. Miscellaneous.

a. Entire Agreement; Binding Effect. This Agreement and the Exhibits attached hereto constitute the entire contract between the parties and supersede all prior understandings, if any. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns. Without limiting Purchaser's right to assign this Agreement to any other party, Seller specifically acknowledges that Purchaser may assign this Agreement to any related or affiliated entity or to an intermediary in connection with a like kind exchange under Section 1031 of the Internal Revenue Code and Seller consents to such assignment and agrees to cooperate with Purchaser in completing such assignment, provided however, that Purchaser hereby indemnifies Seller from all costs or expenses incurred by Seller solely on account of this transaction being structured as a like-kind exchange. Purchaser specifically acknowledges that Seller may assign this Agreement to any related affiliated entity or to any intermediary in connection with a like-kind exchange under Section 1031 of the Internal Revenue Code and Purchaser consents to such assignment and agrees to cooperate with Seller in completing such assignment and like-kind exchange provided, however, that Seller shall indemnify Purchaser from all costs or expenses incurred by Purchaser solely on account of this transaction being structured as a like-kind exchange.

b. Original Document. This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

16. New State Taxes. If, prior to Closing, new Ohio state sales or services types of taxes are imposed such that the real estate commissions paid under this Agreement are taxed thereby, then Purchaser shall pay such taxes at Closing.

17. Non-Waiver. A waiver by either party hereto of any of the covenants, conditions or agreements contained herein to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

18. Time is of the Essence. Time is of the essence as to all dates and timeframes in this transaction.

19. Restriction on Transfer. Purchaser agrees not to assign this Agreement or transfer the Property, whether before or after the Closing of Parcel A, until such time as Purchaser has satisfied all of its obligations under this Agreement (including acting as landlord under the lease referenced in Paragraph 6(b)(ii)) without Seller's written consent, which consent shall not be unreasonably withheld, delayed or conditioned so long as the assignee or transferee agrees, in writing, to fulfill all of Purchaser's outstanding obligations under this Agreement); provided, however, Purchaser may assign this Agreement to Trademark Property Company or any of its affiliated companies without the necessity of (i) obtaining Seller's prior consent or (ii) satisfying all of Purchaser's obligations under the Agreement prior to such assignment. Purchaser agrees that Seller may, at or after the Closing of Parcel A, record an affidavit of facts in the real property records of the Hamilton County Recorder's Office to memorialize Purchaser's obligations under this Paragraph 19 so long as Seller removes such affidavit from the real property records at or before the expiration of the post-Closing occupancy period.

20. Amended and Restated Agreement. Seller and Purchaser acknowledge and agree that (i) this Agreement amends and restates the Original Agreement in its entirety and (ii) the terms and provisions of this Agreement supersede the terms and provisions of the Original Agreement in all respects.

21. Section 1031 Exchange. Purchaser agrees to reasonably cooperate with Seller to facilitate a like-kind exchange pursuant to Section 1031 of the Internal Revenue Code, and hereby consents to Purchaser's assignment of this Agreement to facilitate such exchange.

(Signature blocks on next page)

EXECUTED as of the day and year first above written.

Witnesses:

PURCHASER:

TRADEMARK PROPERTY COMPANY,
a Texas corporation

By: _____

Print Name: Rick Knight

Its: Chief Financial Officer

SELLER:

**THE KIRK & BLUM
MANUFACTURING COMPANY,**
an Ohio corporation

By: _____

Print Name: David D. Blum

Its: President

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Parcel A: the north Kirk & Blum Building as more particularly described on Exhibit "A-1" attached hereto.

Parcel B: the entire south Kirk & Blum Building (not just the office portion thereof) as more particularly described on Exhibit "A-2" attached hereto.

EXHIBIT "A-1"

NORTH BUILDING LEGAL DESCRIPTION

(to be attached)

EXHIBIT "A-2"

SOUTH BUILDING LEGAL DESCRIPTION

(to be attached)

Certification

I, Phillip DeZwirek, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CECO Environmental Corp.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this quarterly report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and we have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Evaluated the effectiveness of our disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - c) Disclosed in this report any changes to our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal controls over financial reporting, to our auditors and the audit committee of our board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect our ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in our internal control over financial reporting.

/s/ Phillip DeZwirek

Phillip DeZwirek
Chairman of the Board and
Chief Executive Officer
August 12, 2005

Certification

I, Dennis W. Blazer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of CECO Environmental Corp.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the Company as of, and for, the periods presented in this quarterly report;
4. The Company's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the Company and we have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) Evaluated the effectiveness of our disclosure controls and procedures and presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures as of the end of the period covered by this report based on such evaluation; and
 - c) Disclosed in this report any changes to our internal control over financial reporting that occurred during our most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting; and
5. The Company's other certifying officer and I have disclosed, based on our most recent evaluation of internal controls over financial reporting, to our auditors and the audit committee of our board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect our ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in our internal control over financial reporting.

/s/ Dennis W. Blazer

Dennis W. Blazer
V.P. – Finance and Administration and
Chief Financial Officer
August 12, 2005

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CECO Environmental Corp. (the "Company") on Form 10-Q for the period ending June 30, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Phillip DeZwirek, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Phillip DeZwirek

Phillip DeZwirek
Chairman of the Board and
Chief Executive Officer
August 12, 2005

A signed original of this written statement required by Section 906 has been provided to CECO Environmental Corp. and will be retained by CECO Environmental Corp. and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of CECO Environmental Corp. (the "Company") on Form 10-Q for the period ending June 30, 2005 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Dennis W. Blazer, V.P. – Finance and Administration and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Dennis W. Blazer

Dennis W. Blazer
V.P. – Finance and Administration and
Chief Financial Officer
August 12, 2005

A signed original of this written statement required by Section 906 has been provided to CECO Environmental Corp. and will be retained by CECO Environmental Corp. and furnished to the Securities and Exchange Commission or its staff upon request.