

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

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**CORE MOLDING TECHNOLOGIES, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation or organization)

**31-1481870**  
(I.R.S. Employer  
Identification Number)

**800 Manor Park Drive**  
**Columbus, Ohio**  
(Address of Principal Executive Offices)

**43228-0183**  
(Zip Code)

**Stock Option Agreement (Non-Qualified Director Stock Option) with Thomas R. Cellitti (33,250 Shares)**  
**Stock Option Agreement (Non-Qualified Director Stock Option) with James F. Crowley (22,650 Shares)**  
**Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine (33,250 Shares)**  
**Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine (66,500 Shares)**  
(Full title of plan)

**Herman F. Dick, Jr.**  
**c/o Core Molding Technologies, Inc.**  
**800 Manor Park Drive**  
**Columbus, Ohio 43228-0183**  
(Name and address of agent for service)

**(614) 870-5000**  
(Telephone number, including area code, of agent for service)

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer       Accelerated filer       Non-accelerated filer       Smaller reporting company   
(Do not check if a smaller reporting company)

**CALCULATION OF REGISTRATION FEE**

Title of Securities to be Registered	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Share <sup>(2)</sup>	Proposed Maximum Aggregate Offering Price <sup>(2)</sup>	Amount of Registration Fee
Common Stock, par value \$.01 per share ("Common Stock")	155,650	\$ 3.21	\$ 499,637	\$ 59

(1) Together with an indeterminate number of additional shares that may be necessary to adjust the number of shares reserved for issuance pursuant to employee benefit plans described herein as a result of any future stock split, stock dividend or similar adjustment of the outstanding Common Stock of the Registrant pursuant to Rule 416(a).

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h)(1) promulgated under the Securities Act of 1933, as amended, and calculated on the basis of the highest price at which the options may be exercised.



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### **EXPLANATORY STATEMENT**

This Registration Statement on Form S-8 (the “Registration Statement”) relates to the registration of 155,650 shares of common stock, par value \$0.01 per share (“Common Stock”), of Core Molding Technologies, Inc. (the “Registrant”) issuable under the Stock Option Agreement (Non-Qualified Director Stock Option) with Thomas R. Cellitti dated February 2, 2004 (33,250 shares), the Stock Option Agreement (Non-Qualified Director Stock Option) with James F. Crowley dated February 2, 2004 (22,650 shares), the Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (33,250 shares) and the Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (66,500 shares) (such agreements are collectively referred to herein as the “Plans”).

#### **PART I INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS**

Core Molding Technologies, Inc. has sent or given or will send or give documents containing the information specified by Part I of this Registration Statement to participants in the Plans to which this Registration Statement relates, as specified in Rule 428(b)(1) promulgated by the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act”). The Registrant is not filing such documents with the Commission, but these documents constitute (along with the documents incorporated by reference into the Registration Statement pursuant to Item 3 of Part II hereof) a prospectus that meets the requirements of Section 10(a) of the Securities Act.

#### **PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

##### **Item 3. Incorporation of Documents by Reference.**

The following documents filed with the Commission are hereby incorporated by reference in this Registration Statement:

- (a) the Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2010, filed on March 29, 2011; and
- (b) the description of the Registrant’s Common Stock contained in the Registration Statement on Form S-4 filed under the Securities Act, on November 8, 1996, including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed (but not furnished) by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be part hereof from the date of the filing of such documents.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

##### **Item 4. Description of Securities.**

Not applicable.

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### **Item 5. Interests of Named Experts and Counsel.**

Not applicable.

### **Item 6. Indemnification of Directors and Officers.**

Section 102(b)(7) of the Delaware General Corporation Law permits a Delaware corporation to limit the liability of its directors through a provision in its certificate of incorporation, and provides, in pertinent part, as follows:

(b) In addition to the matters required to be set forth in the certificate of incorporation by subsection (a) of this section, the certificate of incorporation may also contain any or all of the following matters:

\* \* \*

(7) A provision eliminating or limiting the personal liability of a director to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided that such provision shall not eliminate or limit the liability of a director: (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) under section 174 of this title; or (iv) for any transaction from which the director derived an improper personal benefit. No such provision shall eliminate or limit the liability of a director for any act or omission occurring prior to the date when such provision becomes effective.

Article XI of the Certificate of Incorporation of the Registrant, as amended, limits the personal liability of the directors of the Registrant and provides as follows:

#### **SECTION 1. Limitation of Directors' Liability.**

A. No director of the corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except, to the extent provided by applicable law, for liability (i) for breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) pursuant to Section 174 of the Delaware General Corporation Law or (iv) for any transaction from which the director derived an improper personal benefit. If the Delaware General Corporation Law is hereafter amended to authorize corporate action further limiting or eliminating the personal liability of directors, then the liability of each director of the Corporation shall be limited or eliminated to the full extent permitted by the Delaware General Corporation Law as so amended from time to time.

B. Neither the amendment nor repeal of this Section 1, nor the adoption of any provision of the Certificate of Incorporation inconsistent with this Section 1, shall eliminate or reduce the effect of this Section 1, in respect of any matter occurring, or any cause of action, suit or claim that, but for this Section 1, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

Section 145 of the Delaware General Corporation Law governs indemnification by a Delaware corporation and provides as follows:

(a) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any

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action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

(b) A corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that the person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(c) To the extent that a present or former director or officer of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (a) and (b) of this section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d) Any indemnification under subsections (a) and (b) of this section (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in subsections (a) and (b) of this section. Such determination shall be made, with respect to a person who is a director or officer of the corporation at the time of such determination: (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; or (2) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; or (3) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or (4) by the stockholders.

(e) Expenses (including attorneys' fees) incurred by an officer or director of the corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the corporation as authorized in this section. Such expenses (including attorneys' fees) incurred by former directors and officers or other employees and agents of the corporation or by persons serving at the request of the corporation as directors, officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as the corporation deems appropriate.

(f) The indemnification and advancement of expenses provided by, or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office. A right to indemnification or to advancement of expenses arising under a provision of the certificate of incorporation or a bylaw shall not be eliminated or impaired by an amendment to such provision after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

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(g) A corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under this section.

(h) For purposes of this section, references to "the corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under this section with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

(i) For purposes of this section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this section.

(j) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(k) The Court of Chancery is hereby vested with exclusive jurisdiction to hear and determine all actions for advancement of expenses or indemnification brought under this section or under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise. The Court of Chancery may summarily determine a corporation's obligation to advance expenses (including attorneys' fees).

Article VIII of the By-laws of the Registrant governs indemnification by the Registrant and provides as follows:

### ARTICLE VIII. INDEMNIFICATION

Section 1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which such person reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful.

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Section 2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer or member of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, except that no such indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation unless and only to the extent that the Court of Chancery of Delaware or the court in which such suit or action was brought shall determine upon application that, despite the adjudication of liability but in consideration of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 3. The Corporation may, to the extent deemed advisable by the Board of Directors, indemnify any person who is or was an employee or agent (other than a director or officer) of the Corporation if such person would be entitled to such indemnity under the provisions of Section 1 or 2 if such person had been a director or officer of the Corporation.

Section 4. To the extent that a person shall be successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 1, 2 or 3 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 5. Any indemnification under Sections 1, 2 or 3 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, member, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (1) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (2) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion, or (3) by the stockholders.

Section 6. Expenses (including attorneys' fees) incurred by an officer or director in defending any civil, criminal, administrative or investigative action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VIII. Such expenses (including attorneys' fees) incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

Section 7. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, member, employee or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 8. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who was or is a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VIII or of the General Corporation Law of the State of Delaware.

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Section 9. For the purposes of this Article VIII, references to “the Corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger and the Corporation which, if its separate existence had continued, would have had power and authority to (or in fact did) indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, member, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued.

Section 10. For purposes of this Article VIII, references to “other enterprises” shall include employee benefit plans, references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan, and references to “serving at the request of the Corporation” shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants or beneficiaries, and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interest of the Corporation” as referred to in this Article VIII.

The Registrant has purchased insurance coverage under a policy which insures directors and officers against certain liabilities which might be incurred by them in such capacities.

### **Item 7. Exemption from Registration Claimed.**

Not applicable.

### **Item 8. Exhibits.**

See the Index to Exhibits.

### **Item 9. Undertakings.**

A. The undersigned Registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement;
  - (i) To include any prospectus required by Section 10(a) (3) of the Securities Act of 1933;
  - (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

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provided, however, that paragraphs A(1)(i) and A(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this registration statement.

- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- B. The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- C. Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 6 of this Part II, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

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**SIGNATURES**

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Columbus, State of Ohio, on the 19th day of May, 2011.

Core Molding Technologies, Inc.

By: /s/ Herman F. Dick, Jr.  
Herman F. Dick, Jr.  
Vice President, Secretary, Treasurer,  
and Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities indicated, on the 19th day of May, 2011.

<b>Signature</b>	<b>Title</b>
<u>/s/ Kevin L. Barnett</u> Kevin L. Barnett	President, Chief Executive Officer and Director (principal executive officer)
<u>*</u> Thomas R. Cellitti	Director
<u>*</u> James F. Crowley	Director
<u>/s/ Herman F. Dick, Jr.</u> Herman F. Dick, Jr.	Vice President, Secretary, Treasurer, and Chief Financial Officer (principal financial and accounting officer)
<u>*</u> Ralph O. Hellmold	Director
<u>*</u> Malcolm M. Prine	Chairman of the Board of Directors
<u>*</u> James L. Simonton	Director

\*By: /s/ Herman F. Dick, Jr.  
Herman F. Dick, Jr.,  
Attorney-in-Fact

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**INDEX TO EXHIBITS**

<b>Exhibit No.</b>	<b>Description</b>	<b>Location</b>
4.1	Stock Option Agreement (Non-Qualified Director Stock Option) with Thomas R. Cellitti dated February 2, 2004 (33,250 Shares)	Filed herewith
4.2	Stock Option Agreement (Non-Qualified Director Stock Option) with James F. Crowley dated February 2, 2004 (22,650 Shares)	Filed herewith
4.3	Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (33,250 Shares)	Filed herewith
4.4	Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (66,500 Shares)	Filed herewith
5	Opinion of Squire, Sanders & Dempsey (US) LLP regarding legality of the Common Stock being registered hereby	Filed herewith
23.1	Consent of Crowe Horwath LLP	Filed herewith
23.2	Consent of Squire, Sanders & Dempsey (US) LLP	Included in Exhibit 5 hereof
24	Powers of Attorney	Filed herewith

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**STOCK OPTION AGREEMENT**

(Non-Qualified Director Stock Option)

THIS AGREEMENT is made to be effective as of February 2, 2004 by and between Core Molding Technologies, Inc., a Delaware corporation (the "COMPANY"), and Tom Cellitti (the "OPTIONEE").

WITNESSETH:

WHEREAS, the Board of Directors of the COMPANY has determined that an option to acquire shares of common stock of the COMPANY (the "Shares") should be granted to the OPTIONEE upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto make the following agreement, intending to be legally bound thereby:

1. Grant of Option. The COMPANY hereby grants to the OPTIONEE an option (the "Option") to purchase 33,250 Shares.

2. Terms and Conditions of the Option.

(A) Option Price. The purchase price (the "Option Price") to be paid by the OPTIONEE to the COMPANY upon the exercise of the Option shall be \$3.21 per share.

(B) Exercise of the Option. The OPTIONEE may exercise the Option, from time to time and at any time, after the Shares subject thereto have vested in accordance with the vesting schedule set forth below. Subject to the provisions of this Agreement, the Option shall remain exercisable as to the Shares subject thereto which have vested until the date of expiration of the Option term.

Vesting Schedule

	60% vested as of 2/2/2004	80% vested as of 8/13/2004	100% vested as of 8/13/2005
.1 Total Number of Shares	Number of Shares	Number of Shares	Number of Shares
33,250	19,950	26,600	33,250

[Vesting Schedule to be revised/updated accordingly for each Director to reflect grandfathered vesting dates]

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(C) Full Vesting Upon Change in Control. Notwithstanding the foregoing, the Option shall fully vest with respect to all Shares subject thereto upon the occurrence of a “Change in Control” of the COMPANY. For purposes of this Agreement, a “Change in Control” means the COMPANY or its stockholders entering into one or more agreements to dispose of all or substantially all of the assets or fifty percent (50%) or more of the outstanding capital stock of the COMPANY by means of a sale (whether as a result of a tender offer or otherwise), merger, reorganization or liquidation in one or a series of related transactions; provided, however, that a “Change in Control” shall not occur in the event that (a) the primary purpose of the transaction is to change the COMPANY’s domicile solely within the United States; or (b) the transaction is approved by a majority of the members of the COMPANY’s Board of Directors (the “Board of Directors”) who had either been in office for more than twelve months prior to such transaction or had been elected, or nominated for election by the COMPANY’s stockholders, by the vote of three-fourths of the directors then still in office who were directors at the beginning of such twelve-month period.

(D) Option Term. The Option shall in no event be exercisable after the expiration of ten (10) years from the date of the grant of the Option.

(E) Method of Exercise. The Option may be exercised by giving written notice of exercise to the COMPANY’s Treasurer, stating the number of Shares subject to the Option in respect of which it is being exercised, accompanied by full payment for the Shares. The OPTIONEE shall be required, as a condition precedent to the OPTIONEE’s right to exercise the Option and at the OPTIONEE’s expense, to supply the COMPANY with such evidence, representations and agreements as the COMPANY may deem necessary or desirable to establish the OPTIONEE’s right to exercise the Option and the propriety of the sale of Shares by reason of such exercise under the Securities Act of 1933, as amended from time to time (the “Securities Act”), and any other laws or requirements of the governmental authority. Without limiting the generality of the foregoing, the Option shall not be exercisable unless the sale of the Shares by reason of such exercise has been registered under the Securities Act and all other applicable securities laws of any jurisdiction or unless such sale is exempt from such registration requirements.

(F) Payment. The Option Price upon exercise of any Option shall be payable to the COMPANY in full either: (a) in cash or its equivalent, or (b) by tendering previously acquired Shares having an aggregate Fair Market Value (defined below) at the time of exercise equal to the total Option Price (provided that the Shares which are tendered must have been held by the OPTIONEE for at least six (6) months prior to their tender to satisfy the Option Price), or (c) by a combination of (a) and (b). As soon as practicable after receipt of a written notification of exercise and full payment, the COMPANY shall deliver to the OPTIONEE, in the OPTIONEE’s name, Share certificates in an appropriate amount based upon the number of Shares purchased under the OPTION(S). For purposes of this Agreement, the term “Fair Market Value” shall be determined on the basis of the average of the high and low sales price on the principal securities exchange on which the Shares are publicly traded or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported.

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### 3. Withholding

(A) Tax Withholding. The COMPANY shall have the power and the right to deduct or withhold, or require an Optionee to remit to the COMPANY, if the COMPANY deems it necessary or desirable, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. The COMPANY may defer delivery of any Shares pursuant to the exercise of the Option unless indemnified to its satisfaction in this regard.

(B) Share Withholding. The Optionee may elect, subject to the approval of the COMPANY's Board of Directors, to satisfy the withholding requirement, in whole or in part, by having the COMPANY withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Optionee, and shall be subject to any restrictions or limitations that the COMPANY's Board of Directors, in its sole discretion, deems appropriate.

### 4. Adjustments and Changes in the Shares Subject to the Option.

(A) In the event that any dividend or other distribution (whether in the form of Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares or other securities of the COMPANY, issuance of warrants or other rights to purchase Shares or other securities of the COMPANY, or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement to the OPTIONEE, then the COMPANY's Board of Directors shall proportionately adjust either or both (as necessary) of (i) the number of Shares or other securities of the COMPANY (or number and kind of other securities or property) subject to the Option and (ii) the exercise price with respect to the OPTION;

(B) Notice of any adjustment pursuant to this Section 4 shall be given by the COMPANY to the OPTIONEE.

### 5. Non-Assignability of the Option.

(A) During the lifetime of the OPTIONEE, the Option shall not be assignable or transferable and may be exercised only by the OPTIONEE, or, if permissible under applicable law, by the OPTIONEE's guardian or legal representative, as determined by the COMPANY.

(B) The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the OPTIONEE otherwise than by will or the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the COMPANY or any Subsidiary. For purposes of this Agreement, the term "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the COMPANY has a majority voting interest.

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6. Exercise After Termination of Director Status.

(A) Except as otherwise provided in this Agreement, the Option (i) is exercisable only by the OPTIONEE during his lifetime, (ii) is exercisable only while the OPTIONEE is a member of the Board of Directors of the COMPANY or a Subsidiary of the COMPANY and then only if the Option has become exercisable by its terms, and (iii) if not exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, shall immediately expire on the date of termination of such service.

(B) Except as otherwise provided in this Section 6, if the Option is exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, it must be exercised on or before the earlier of twelve months after the date of termination of service or the fixed expiration date of the Option, after which period the Option shall expire; except that if the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY after having been convicted of, or pled guilty or nolo contendere to, a felony, his Option shall be canceled on the date he ceases to be a member of the Board of Directors.

(C) Notwithstanding any provision contained herein, in the event of the death of the OPTIONEE while a member of the Board of Directors of the COMPANY or its Subsidiaries, the unexercised portion of the Option (to the extent then exercisable by its terms) shall be exercisable by his estate for a period ending on the earlier of the fixed expiration date of the Option or twelve months after the date of death, after which period the Option shall expire. For purposes hereof, the estate of the OPTIONEE shall be defined to include the legal representative thereof or any person who has acquired the right to exercise the Option by reason of the death of the OPTIONEE.

7. Restrictions on Transfers of Shares. Anything contained in this Agreement or elsewhere to the contrary notwithstanding, the Option may not be exercised if the COMPANY determines that the sale of Shares upon exercise of the Option may violate the Securities Act or any other law or requirement of any governmental authority. An appropriate restrictive legend shall be placed on certificates representing Shares acquired upon the exercise of the Option, unless the COMPANY determines, upon the advice of counsel to the COMPANY, that such legend is not required because of the existence of an effective registration statement registering the Shares under the Securities Act or because all applicable federal and state legal requirements have been satisfied.

8. No Rights of the OPTIONEE as a Stockholder. The OPTIONEE shall have no rights as a stockholder of the COMPANY with respect to any Shares of the COMPANY covered by the Option until the date of issuance of a certificate to the OPTIONEE evidencing such shares.

9. Governing Law. The rights and obligations of the OPTIONEE and the COMPANY under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) in all respects, including, without limitation, matters relating to the validity, construction,

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interpretation, administration, effect, enforcement, and remedies provisions of this Agreement, except to the extent preempted by applicable federal law.

10. Rights and Remedies Cumulative. All rights and remedies of the COMPANY and of the OPTIONEE enumerated in this Agreement shall be cumulative and, except as expressly provided otherwise in this Agreement, none shall exclude any other rights or remedies allowed by law or in equity, and each of said rights or remedies may be exercised and enforced concurrently.

11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

12. Severability. If any provision of this Agreement or the application of any provision hereof to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of each party to this Agreement that if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

13. Successors. All obligations of the COMPANY under this Agreement with respect to the Options granted hereunder shall be binding on any successor to the COMPANY, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the COMPANY.

14. Number and Gender. When used in this Agreement, the number and gender of each pronoun shall be construed to be such number and gender as the context, circumstances or its antecedent may require.

15. Amendment, Etc. of Option. The COMPANY's Board of Directors may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the OPTION, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of the OPTIONEE or any holder or beneficiary of the Option shall not to that extent be without the consent of the OPTIONEE, holder or beneficiary.

16. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the COMPANY and the OPTIONEE in respect of the subject matter of this Agreement, and this Agreement supersedes all prior and contemporaneous agreements between the parties hereto in connection with the subject matter of this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless contained in a writing signed by the party to be charged.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written.

COMPANY:

Core Molding Technologies, Inc., a Delaware Corporation

By: /s/ James L. Simonton

Name: James L. Simonton

Title: President and CEO

OPTIONEE:

/s/ Thomas R. Cellitti

Tom Cellitti

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**STOCK OPTION AGREEMENT**

(Non-Qualified Director Stock Option)

THIS AGREEMENT is made to be effective as of February 2, 2004 by and between Core Molding Technologies, Inc., a Delaware corporation (the "COMPANY"), and James Crowley (the "OPTIONEE").

WITNESSETH:

WHEREAS, the Board of Directors of the COMPANY has determined that an option to acquire shares of common stock of the COMPANY (the "Shares") should be granted to the OPTIONEE upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto make the following agreement, intending to be legally bound thereby:

1. Grant of Option. The COMPANY hereby grants to the OPTIONEE an option (the "Option") to purchase 33,250 Shares.

2. Terms and Conditions of the Option.

(A) Option Price. The purchase price (the "Option Price") to be paid by the OPTIONEE to the COMPANY upon the exercise of the Option shall be \$3.21 per share.

(B) Exercise of the Option. The OPTIONEE may exercise the Option, from time to time and at any time, after the Shares subject thereto have vested in accordance with the vesting schedule set forth below. Subject to the provisions of this Agreement, the Option shall remain exercisable as to the Shares subject thereto which have vested until the date of expiration of the Option term.

Vesting Schedule

Total Number of Shares	100% vested as of 2/2/2004 Number of Shares
33,250	33,250

[Vesting Schedule to be revised/updated accordingly for each Director to reflect grandfathered vesting dates]

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(C) Full Vesting Upon Change in Control. Notwithstanding the foregoing, the Option shall fully vest with respect to all Shares subject thereto upon the occurrence of a “Change in Control” of the COMPANY. For purposes of this Agreement, a “Change in Control” means the COMPANY or its stockholders entering into one or more agreements to dispose of all or substantially all of the assets or fifty percent (50%) or more of the outstanding capital stock of the COMPANY by means of a sale (whether as a result of a tender offer or otherwise), merger, reorganization or liquidation in one or a series of related transactions; provided, however, that a “Change in Control” shall not occur in the event that (a) the primary purpose of the transaction is to change the COMPANY’s domicile solely within the United States; or (b) the transaction is approved by a majority of the members of the COMPANY’s Board of Directors (the “Board of Directors”) who had either been in office for more than twelve months prior to such transaction or had been elected, or nominated for election by the COMPANY’s stockholders, by the vote of three-fourths of the directors then still in office who were directors at the beginning of such twelve-month period.

(D) Option Term. The Option shall in no event be exercisable after the expiration of ten (10) years from the date of the grant of the Option.

(E) Method of Exercise. The Option may be exercised by giving written notice of exercise to the COMPANY’s Treasurer, stating the number of Shares subject to the Option in respect of which it is being exercised, accompanied by full payment for the Shares. The OPTIONEE shall be required, as a condition precedent to the OPTIONEE’s right to exercise the Option and at the OPTIONEE’s expense, to supply the COMPANY with such evidence, representations and agreements as the COMPANY may deem necessary or desirable to establish the OPTIONEE’s right to exercise the Option and the propriety of the sale of Shares by reason of such exercise under the Securities Act of 1933, as amended from time to time (the “Securities Act”), and any other laws or requirements of the governmental authority. Without limiting the generality of the foregoing, the Option shall not be exercisable unless the sale of the Shares by reason of such exercise has been registered under the Securities Act and all other applicable securities laws of any jurisdiction or unless such sale is exempt from such registration requirements.

(F) Payment. The Option Price upon exercise of any Option shall be payable to the COMPANY in full either: (a) in cash or its equivalent, or (b) by tendering previously acquired Shares having an aggregate Fair Market Value (defined below) at the time of exercise equal to the total Option Price (provided that the Shares which are tendered must have been held by the OPTIONEE for at least six (6) months prior to their tender to satisfy the Option Price), or (c) by a combination of (a) and (b). As soon as practicable after receipt of a written notification of exercise and full payment, the COMPANY shall deliver to the OPTIONEE, in the OPTIONEE’s name, Share certificates in an appropriate amount based upon the number of Shares purchased under the OPTION(S). For purposes of this Agreement, the term “Fair Market Value” shall be determined on the basis of the average of the high and low sales price on the principal securities exchange on which the Shares are publicly traded or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported.

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### 3. Withholding

(A) Tax Withholding. The COMPANY shall have the power and the right to deduct or withhold, or require an Optionee to remit to the COMPANY, if the COMPANY deems it necessary or desirable, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. The COMPANY may defer delivery of any Shares pursuant to the exercise of the Option unless indemnified to its satisfaction in this regard.

(B) Share Withholding. The Optionee may elect, subject to the approval of the COMPANY's Board of Directors, to satisfy the withholding requirement, in whole or in part, by having the COMPANY withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Optionee, and shall be subject to any restrictions or limitations that the COMPANY's Board of Directors, in its sole discretion, deems appropriate.

### 4. Adjustments and Changes in the Shares Subject to the Option.

(A) In the event that any dividend or other distribution (whether in the form of Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares or other securities of the COMPANY, issuance of warrants or other rights to purchase Shares or other securities of the COMPANY, or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement to the OPTIONEE, then the COMPANY's Board of Directors shall proportionately adjust either or both (as necessary) of (i) the number of Shares or other securities of the COMPANY (or number and kind of other securities or property) subject to the Option and (ii) the exercise price with respect to the OPTION;

(B) Notice of any adjustment pursuant to this Section 4 shall be given by the COMPANY to the OPTIONEE.

### 5. Non-Assignability of the Option.

(A) During the lifetime of the OPTIONEE, the Option shall not be assignable or transferable and may be exercised only by the OPTIONEE, or, if permissible under applicable law, by the OPTIONEE's guardian or legal representative, as determined by the COMPANY.

(B) The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the OPTIONEE otherwise than by will or the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the COMPANY or any Subsidiary. For purposes of this Agreement, the term "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the COMPANY has a majority voting interest.

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6. Exercise After Termination of Director Status.

(A) Except as otherwise provided in this Agreement, the Option (i) is exercisable only by the OPTIONEE during his lifetime, (ii) is exercisable only while the OPTIONEE is a member of the Board of Directors of the COMPANY or a Subsidiary of the COMPANY and then only if the Option has become exercisable by its terms, and (iii) if not exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, shall immediately expire on the date of termination of such service.

(B) Except as otherwise provided in this Section 6, if the Option is exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, it must be exercised on or before the earlier of twelve months after the date of termination of service or the fixed expiration date of the Option, after which period the Option shall expire; except that if the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY after having been convicted of, or pled guilty or nolo contendere to, a felony, his Option shall be canceled on the date he ceases to be a member of the Board of Directors.

(C) Notwithstanding any provision contained herein, in the event of the death of the OPTIONEE while a member of the Board of Directors of the COMPANY or its Subsidiaries, the unexercised portion of the Option (to the extent then exercisable by its terms) shall be exercisable by his estate for a period ending on the earlier of the fixed expiration date of the Option or twelve months after the date of death, after which period the Option shall expire. For purposes hereof, the estate of the OPTIONEE shall be defined to include the legal representative thereof or any person who has acquired the right to exercise the Option by reason of the death of the OPTIONEE.

7. Restrictions on Transfers of Shares. Anything contained in this Agreement or elsewhere to the contrary notwithstanding, the Option may not be exercised if the COMPANY determines that the sale of Shares upon exercise of the Option may violate the Securities Act or any other law or requirement of any governmental authority. An appropriate restrictive legend shall be placed on certificates representing Shares acquired upon the exercise of the Option, unless the COMPANY determines, upon the advice of counsel to the COMPANY, that such legend is not required because of the existence of an effective registration statement registering the Shares under the Securities Act or because all applicable federal and state legal requirements have been satisfied.

8. No Rights of the OPTIONEE as a Stockholder. The OPTIONEE shall have no rights as a stockholder of the COMPANY with respect to any Shares of the COMPANY covered by the Option until the date of issuance of a certificate to the OPTIONEE evidencing such shares.

9. Governing Law. The rights and obligations of the OPTIONEE and the COMPANY under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) in all respects, including, without limitation, matters relating to the validity, construction,

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interpretation, administration, effect, enforcement, and remedies provisions of this Agreement, except to the extent preempted by applicable federal law.

10. Rights and Remedies Cumulative. All rights and remedies of the COMPANY and of the OPTIONEE enumerated in this Agreement shall be cumulative and, except as expressly provided otherwise in this Agreement, none shall exclude any other rights or remedies allowed by law or in equity, and each of said rights or remedies may be exercised and enforced concurrently.

11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

12. Severability. If any provision of this Agreement or the application of any provision hereof to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of each party to this Agreement that if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

13. Successors. All obligations of the COMPANY under this Agreement with respect to the Options granted hereunder shall be binding on any successor to the COMPANY, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the COMPANY.

14. Number and Gender. When used in this Agreement, the number and gender of each pronoun shall be construed to be such number and gender as the context, circumstances or its antecedent may require.

15. Amendment, Etc. of Option. The COMPANY's Board of Directors may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the OPTION, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of the OPTIONEE or any holder or beneficiary of the Option shall not to that extent be without the consent of the OPTIONEE, holder or beneficiary.

16. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the COMPANY and the OPTIONEE in respect of the subject matter of this Agreement, and this Agreement supersedes all prior and contemporaneous agreements between the parties hereto in connection with the subject matter of this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless contained in a writing signed by the party to be charged.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written.

COMPANY:

Core Molding Technologies, Inc., a Delaware Corporation

By: /s/ James L. Simonton

Name: James L. Simonton

Title: President and CEO

OPTIONEE:

/s/ James F. Crowley

James Crowley

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**STOCK OPTION AGREEMENT**

(Non-Qualified Director Stock Option)

THIS AGREEMENT is made to be effective as of February 2, 2004 by and between Core Molding Technologies, Inc., a Delaware corporation (the "COMPANY"), and Malcolm Prine (the "OPTIONEE").

WITNESSETH:

WHEREAS, the Board of Directors of the COMPANY has determined that an option to acquire shares of common stock of the COMPANY (the "Shares") should be granted to the OPTIONEE upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto make the following agreement, intending to be legally bound thereby:

1. Grant of Option. The COMPANY hereby grants to the OPTIONEE an option (the "Option") to purchase 33,250 Shares.
2. Terms and Conditions of the Option.

(A) Option Price. The purchase price (the "Option Price") to be paid by the OPTIONEE to the COMPANY upon the exercise of the Option shall be \$3.21 per share.

(B) Exercise of the Option. The OPTIONEE may exercise the Option, from time to time and at any time, after the Shares subject thereto have vested in accordance with the vesting schedule set forth below. Subject to the provisions of this Agreement, the Option shall remain exercisable as to the Shares subject thereto which have vested until the date of expiration of the Option term.

Vesting Schedule

Total Number of Shares	100% vested as of 2/2/2004 Number of Shares
33,250	33,250

**[Vesting Schedule to be revised/updated accordingly for each Director to reflect grandfathered vesting dates]**

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(C) Full Vesting Upon Change in Control. Notwithstanding the foregoing, the Option shall fully vest with respect to all Shares subject thereto upon the occurrence of a “Change in Control” of the COMPANY. For purposes of this Agreement, a “Change in Control” means the COMPANY or its stockholders entering into one or more agreements to dispose of all or substantially all of the assets or fifty percent (50%) or more of the outstanding capital stock of the COMPANY by means of a sale (whether as a result of a tender offer or otherwise), merger, reorganization or liquidation in one or a series of related transactions; provided, however, that a “Change in Control” shall not occur in the event that (a) the primary purpose of the transaction is to change the COMPANY’s domicile solely within the United States; or (b) the transaction is approved by a majority of the members of the COMPANY’s Board of Directors (the “Board of Directors”) who had either been in office for more than twelve months prior to such transaction or had been elected, or nominated for election by the COMPANY’s stockholders, by the vote of three-fourths of the directors then still in office who were directors at the beginning of such twelve-month period.

(D) Option Term. The Option shall in no event be exercisable after the expiration of ten (10) years from the date of the grant of the Option.

(E) Method of Exercise. The Option may be exercised by giving written notice of exercise to the COMPANY’s Treasurer, stating the number of Shares subject to the Option in respect of which it is being exercised, accompanied by full payment for the Shares. The OPTIONEE shall be required, as a condition precedent to the OPTIONEE’s right to exercise the Option and at the OPTIONEE’s expense, to supply the COMPANY with such evidence, representations and agreements as the COMPANY may deem necessary or desirable to establish the OPTIONEE’s right to exercise the Option and the propriety of the sale of Shares by reason of such exercise under the Securities Act of 1933, as amended from time to time (the “Securities Act”), and any other laws or requirements of the governmental authority. Without limiting the generality of the foregoing, the Option shall not be exercisable unless the sale of the Shares by reason of such exercise has been registered under the Securities Act and all other applicable securities laws of any jurisdiction or unless such sale is exempt from such registration requirements.

(F) Payment. The Option Price upon exercise of any Option shall be payable to the COMPANY in full either: (a) in cash or its equivalent, or (b) by tendering previously acquired Shares having an aggregate Fair Market Value (defined below) at the time of exercise equal to the total Option Price (provided that the Shares which are tendered must have been held by the OPTIONEE for at least six (6) months prior to their tender to satisfy the Option Price), or (c) by a combination of (a) and (b). As soon as practicable after receipt of a written notification of exercise and full payment, the COMPANY shall deliver to the OPTIONEE, in the OPTIONEE’s name, Share certificates in an appropriate amount based upon the number of Shares purchased under the OPTION(S). For purposes of this Agreement, the term “Fair Market Value” shall be determined on the basis of the average of the high and low sales price on the principal securities exchange on which the Shares are publicly traded or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported.

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### 3. Withholding

(A) Tax Withholding. The COMPANY shall have the power and the right to deduct or withhold, or require an Optionee to remit to the COMPANY, if the COMPANY deems it necessary or desirable, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. The COMPANY may defer delivery of any Shares pursuant to the exercise of the Option unless indemnified to its satisfaction in this regard.

(B) Share Withholding. The Optionee may elect, subject to the approval of the COMPANY's Board of Directors, to satisfy the withholding requirement, in whole or in part, by having the COMPANY withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Optionee, and shall be subject to any restrictions or limitations that the COMPANY's Board of Directors, in its sole discretion, deems appropriate.

### 4. Adjustments and Changes in the Shares Subject to the Option.

(A) In the event that any dividend or other distribution (whether in the form of Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares or other securities of the COMPANY, issuance of warrants or other rights to purchase Shares or other securities of the COMPANY, or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement to the OPTIONEE, then the COMPANY's Board of Directors shall proportionately adjust either or both (as necessary) of (i) the number of Shares or other securities of the COMPANY (or number and kind of other securities or property) subject to the Option and (ii) the exercise price with respect to the OPTION;

(B) Notice of any adjustment pursuant to this Section 4 shall be given by the COMPANY to the OPTIONEE.

### 5. Non-Assignability of the Option.

(A) During the lifetime of the OPTIONEE, the Option shall not be assignable or transferable and may be exercised only by the OPTIONEE, or, if permissible under applicable law, by the OPTIONEE's guardian or legal representative, as determined by the COMPANY.

(B) The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the OPTIONEE otherwise than by will or the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the COMPANY or any Subsidiary. For purposes of this Agreement, the term "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the COMPANY has a majority voting interest.

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6. Exercise After Termination of Director Status.

(A) Except as otherwise provided in this Agreement, the Option (i) is exercisable only by the OPTIONEE during his lifetime, (ii) is exercisable only while the OPTIONEE is a member of the Board of Directors of the COMPANY or a Subsidiary of the COMPANY and then only if the Option has become exercisable by its terms, and (iii) if not exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, shall immediately expire on the date of termination of such service.

(B) Except as otherwise provided in this Section 6, if the Option is exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, it must be exercised on or before the earlier of twelve months after the date of termination of service or the fixed expiration date of the Option, after which period the Option shall expire; except that if the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY after having been convicted of, or pled guilty or nolo contendere to, a felony, his Option shall be canceled on the date he ceases to be a member of the Board of Directors.

(C) Notwithstanding any provision contained herein, in the event of the death of the OPTIONEE while a member of the Board of Directors of the COMPANY or its Subsidiaries, the unexercised portion of the Option (to the extent then exercisable by its terms) shall be exercisable by his estate for a period ending on the earlier of the fixed expiration date of the Option or twelve months after the date of death, after which period the Option shall expire. For purposes hereof, the estate of the OPTIONEE shall be defined to include the legal representative thereof or any person who has acquired the right to exercise the Option by reason of the death of the OPTIONEE.

7. Restrictions on Transfers of Shares. Anything contained in this Agreement or elsewhere to the contrary notwithstanding, the Option may not be exercised if the COMPANY determines that the sale of Shares upon exercise of the Option may violate the Securities Act or any other law or requirement of any governmental authority. An appropriate restrictive legend shall be placed on certificates representing Shares acquired upon the exercise of the Option, unless the COMPANY determines, upon the advice of counsel to the COMPANY, that such legend is not required because of the existence of an effective registration statement registering the Shares under the Securities Act or because all applicable federal and state legal requirements have been satisfied.

8. No Rights of the OPTIONEE as a Stockholder. The OPTIONEE shall have no rights as a stockholder of the COMPANY with respect to any Shares of the COMPANY covered by the Option until the date of issuance of a certificate to the OPTIONEE evidencing such shares.

9. Governing Law. The rights and obligations of the OPTIONEE and the COMPANY under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) in all respects, including, without limitation, matters relating to the validity, construction,

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interpretation, administration, effect, enforcement, and remedies provisions of this Agreement, except to the extent preempted by applicable federal law.

10. Rights and Remedies Cumulative. All rights and remedies of the COMPANY and of the OPTIONEE enumerated in this Agreement shall be cumulative and, except as expressly provided otherwise in this Agreement, none shall exclude any other rights or remedies allowed by law or in equity, and each of said rights or remedies may be exercised and enforced concurrently.

11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

12. Severability. If any provision of this Agreement or the application of any provision hereof to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of each party to this Agreement that if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

13. Successors. All obligations of the COMPANY under this Agreement with respect to the Options granted hereunder shall be binding on any successor to the COMPANY, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the COMPANY.

14. Number and Gender. When used in this Agreement, the number and gender of each pronoun shall be construed to be such number and gender as the context, circumstances or its antecedent may require.

15. Amendment, Etc. of Option. The COMPANY's Board of Directors may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the OPTION, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of the OPTIONEE or any holder or beneficiary of the Option shall not to that extent be without the consent of the OPTIONEE, holder or beneficiary.

16. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the COMPANY and the OPTIONEE in respect of the subject matter of this Agreement, and this Agreement supersedes all prior and contemporaneous agreements between the parties hereto in connection with the subject matter of this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless contained in a writing signed by the party to be charged.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written.

COMPANY:

Core Molding Technologies, Inc., a Delaware  
Corporation

By: /s/ James L. Simonton

Name: James L. Simonton

Title: President and CEO

OPTIONEE:

/s/ Malcolm M. Prine

Malcolm Prine

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**STOCK OPTION AGREEMENT**

(Non-Qualified Director Stock Option)

THIS AGREEMENT is made to be effective as of February 2, 2004 by and between Core Molding Technologies, Inc., a Delaware corporation (the "COMPANY"), and Malcolm Prine (the "OPTIONEE").

WITNESSETH:

WHEREAS, the Board of Directors of the COMPANY has determined that an option to acquire shares of common stock of the COMPANY (the "Shares") should be granted to the OPTIONEE upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, the parties hereto make the following agreement, intending to be legally bound thereby:

1. Grant of Option. The COMPANY hereby grants to the OPTIONEE an option (the "Option") to purchase 66,500 Shares.
2. Terms and Conditions of the Option.

(A) Option Price. The purchase price (the "Option Price") to be paid by the OPTIONEE to the COMPANY upon the exercise of the Option shall be \$3.21 per share.

(B) Exercise of the Option. The OPTIONEE may exercise the Option, from time to time and at any time, after the Shares subject thereto have vested in accordance with the vesting schedule set forth below. Subject to the provisions of this Agreement, the Option shall remain exercisable as to the Shares subject thereto which have vested until the date of expiration of the Option term.

Vesting Schedule

	100% vested as of 2/2/2004
.1 Total Number of Shares	Number of Shares
66,500	66,500

**[Vesting Schedule to be revised/updated accordingly for each Director to reflect grandfathered vesting dates]**

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(C) Full Vesting Upon Change in Control. Notwithstanding the foregoing, the Option shall fully vest with respect to all Shares subject thereto upon the occurrence of a “Change in Control” of the COMPANY. For purposes of this Agreement, a “Change in Control” means the COMPANY or its stockholders entering into one or more agreements to dispose of all or substantially all of the assets or fifty percent (50%) or more of the outstanding capital stock of the COMPANY by means of a sale (whether as a result of a tender offer or otherwise), merger, reorganization or liquidation in one or a series of related transactions; provided, however, that a “Change in Control” shall not occur in the event that (a) the primary purpose of the transaction is to change the COMPANY’s domicile solely within the United States; or (b) the transaction is approved by a majority of the members of the COMPANY’s Board of Directors (the “Board of Directors”) who had either been in office for more than twelve months prior to such transaction or had been elected, or nominated for election by the COMPANY’s stockholders, by the vote of three-fourths of the directors then still in office who were directors at the beginning of such twelve-month period.

(D) Option Term. The Option shall in no event be exercisable after the expiration of ten (10) years from the date of the grant of the Option.

(E) Method of Exercise. The Option may be exercised by giving written notice of exercise to the COMPANY’s Treasurer, stating the number of Shares subject to the Option in respect of which it is being exercised, accompanied by full payment for the Shares. The OPTIONEE shall be required, as a condition precedent to the OPTIONEE’s right to exercise the Option and at the OPTIONEE’s expense, to supply the COMPANY with such evidence, representations and agreements as the COMPANY may deem necessary or desirable to establish the OPTIONEE’s right to exercise the Option and the propriety of the sale of Shares by reason of such exercise under the Securities Act of 1933, as amended from time to time (the “Securities Act”), and any other laws or requirements of the governmental authority. Without limiting the generality of the foregoing, the Option shall not be exercisable unless the sale of the Shares by reason of such exercise has been registered under the Securities Act and all other applicable securities laws of any jurisdiction or unless such sale is exempt from such registration requirements.

(F) Payment. The Option Price upon exercise of any Option shall be payable to the COMPANY in full either: (a) in cash or its equivalent, or (b) by tendering previously acquired Shares having an aggregate Fair Market Value (defined below) at the time of exercise equal to the total Option Price (provided that the Shares which are tendered must have been held by the OPTIONEE for at least six (6) months prior to their tender to satisfy the Option Price), or (c) by a combination of (a) and (b). As soon as practicable after receipt of a written notification of exercise and full payment, the COMPANY shall deliver to the OPTIONEE, in the OPTIONEE’s name, Share certificates in an appropriate amount based upon the number of Shares purchased under the OPTION(S). For purposes of this Agreement, the term “Fair Market Value” shall be determined on the basis of the average of the high and low sales price on the principal securities exchange on which the Shares are publicly traded or, if there is no such sale on the relevant date, then on the last previous day on which a sale was reported.

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### 3. Withholding

(A) Tax Withholding. The COMPANY shall have the power and the right to deduct or withhold, or require an Optionee to remit to the COMPANY, if the COMPANY deems it necessary or desirable, an amount sufficient to satisfy federal, state, and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of this Agreement. The COMPANY may defer delivery of any Shares pursuant to the exercise of the Option unless indemnified to its satisfaction in this regard.

(B) Share Withholding. The Optionee may elect, subject to the approval of the COMPANY's Board of Directors, to satisfy the withholding requirement, in whole or in part, by having the COMPANY withhold Shares having a Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All such elections shall be irrevocable, made in writing, signed by the Optionee, and shall be subject to any restrictions or limitations that the COMPANY's Board of Directors, in its sole discretion, deems appropriate.

### 4. Adjustments and Changes in the Shares Subject to the Option.

(A) In the event that any dividend or other distribution (whether in the form of Shares, other securities or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of shares or other securities of the COMPANY, issuance of warrants or other rights to purchase Shares or other securities of the COMPANY, or other similar corporate transaction or event affects the Shares such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under this Agreement to the OPTIONEE, then the COMPANY's Board of Directors shall proportionately adjust either or both (as necessary) of (i) the number of Shares or other securities of the COMPANY (or number and kind of other securities or property) subject to the Option and (ii) the exercise price with respect to the OPTION;

(B) Notice of any adjustment pursuant to this Section 4 shall be given by the COMPANY to the OPTIONEE.

### 5. Non-Assignability of the Option.

(A) During the lifetime of the OPTIONEE, the Option shall not be assignable or transferable and may be exercised only by the OPTIONEE, or, if permissible under applicable law, by the OPTIONEE's guardian or legal representative, as determined by the COMPANY.

(B) The Option may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the OPTIONEE otherwise than by will or the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the COMPANY or any Subsidiary. For purposes of this Agreement, the term "Subsidiary" means any corporation, partnership, joint venture, affiliate or other entity in which the COMPANY has a majority voting interest.

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6. Exercise After Termination of Director Status.

(A) Except as otherwise provided in this Agreement, the Option (i) is exercisable only by the OPTIONEE during his lifetime, (ii) is exercisable only while the OPTIONEE is a member of the Board of Directors of the COMPANY or a Subsidiary of the COMPANY and then only if the Option has become exercisable by its terms, and (iii) if not exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, shall immediately expire on the date of termination of such service.

(B) Except as otherwise provided in this Section 6, if the Option is exercisable by its terms at the time the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY or its Subsidiaries, it must be exercised on or before the earlier of twelve months after the date of termination of service or the fixed expiration date of the Option, after which period the Option shall expire; except that if the OPTIONEE ceases to be a member of the Board of Directors of the COMPANY after having been convicted of, or pled guilty or nolo contendere to, a felony, his Option shall be canceled on the date he ceases to be a member of the Board of Directors.

(C) Notwithstanding any provision contained herein, in the event of the death of the OPTIONEE while a member of the Board of Directors of the COMPANY or its Subsidiaries, the unexercised portion of the Option (to the extent then exercisable by its terms) shall be exercisable by his estate for a period ending on the earlier of the fixed expiration date of the Option or twelve months after the date of death, after which period the Option shall expire. For purposes hereof, the estate of the OPTIONEE shall be defined to include the legal representative thereof or any person who has acquired the right to exercise the Option by reason of the death of the OPTIONEE.

7. Restrictions on Transfers of Shares. Anything contained in this Agreement or elsewhere to the contrary notwithstanding, the Option may not be exercised if the COMPANY determines that the sale of Shares upon exercise of the Option may violate the Securities Act or any other law or requirement of any governmental authority. An appropriate restrictive legend shall be placed on certificates representing Shares acquired upon the exercise of the Option, unless the COMPANY determines, upon the advice of counsel to the COMPANY, that such legend is not required because of the existence of an effective registration statement registering the Shares under the Securities Act or because all applicable federal and state legal requirements have been satisfied.

8. No Rights of the OPTIONEE as a Stockholder. The OPTIONEE shall have no rights as a stockholder of the COMPANY with respect to any Shares of the COMPANY covered by the Option until the date of issuance of a certificate to the OPTIONEE evidencing such shares.

9. Governing Law. The rights and obligations of the OPTIONEE and the COMPANY under this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to the conflict of laws principles thereof) in all respects, including, without limitation, matters relating to the validity, construction,

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interpretation, administration, effect, enforcement, and remedies provisions of this Agreement, except to the extent preempted by applicable federal law.

10. Rights and Remedies Cumulative. All rights and remedies of the COMPANY and of the OPTIONEE enumerated in this Agreement shall be cumulative and, except as expressly provided otherwise in this Agreement, none shall exclude any other rights or remedies allowed by law or in equity, and each of said rights or remedies may be exercised and enforced concurrently.

11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

12. Severability. If any provision of this Agreement or the application of any provision hereof to any person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other person or circumstance, all of which other provisions shall remain in full force and effect, and it is the intention of each party to this Agreement that if any provision of this Agreement is susceptible of two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning which renders it enforceable.

13. Successors. All obligations of the COMPANY under this Agreement with respect to the Options granted hereunder shall be binding on any successor to the COMPANY, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation or otherwise, of all or substantially all of the business and/or assets of the COMPANY.

14. Number and Gender. When used in this Agreement, the number and gender of each pronoun shall be construed to be such number and gender as the context, circumstances or its antecedent may require.

15. Amendment, Etc. of Option. The COMPANY's Board of Directors may waive any conditions or rights under, amend any terms of, or alter, suspend, discontinue, cancel or terminate, the OPTION, prospectively or retroactively; provided that any such waiver, amendment, alteration, suspension, discontinuance, cancellation or termination that would impair the rights of the OPTIONEE or any holder or beneficiary of the Option shall not to that extent be without the consent of the OPTIONEE, holder or beneficiary.

16. Entire Agreement. This Agreement, as amended from time to time, constitutes the entire agreement between the COMPANY and the OPTIONEE in respect of the subject matter of this Agreement, and this Agreement supersedes all prior and contemporaneous agreements between the parties hereto in connection with the subject matter of this Agreement. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any party hereto unless contained in a writing signed by the party to be charged.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written.

COMPANY:

Core Molding Technologies, Inc., a Delaware  
Corporation

By: /s/ James L. Simonton

Name: James L. Simonton

Title: President and CEO

OPTIONEE :

/s/ Malcolm M. Prine

Malcolm Prine

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**[Squire, Sanders & Dempsey (US) LLP Letterhead]**

May 19, 2011

Core Molding Technologies, Inc.  
800 Manor Park Drive  
Columbus, Ohio 43228-0183

Gentlemen:

We have acted as counsel to Core Molding Technologies, Inc., a Delaware corporation (the "Company"), in connection with the Company's Registration Statement on Form S-8 (the "Registration Statement") being filed under the Securities Act of 1933, as amended (the "Act"), relating to the offering of up to 155,650 shares of common stock of the Company, par value \$0.01 per share (the "Common Stock"), pursuant to those certain Stock Option Agreements dated as of February 2, 2004 between the Company and each of Thomas R. Cellitti, James F. Crowley and Malcolm M. Prine respectively (collectively, the "Agreements").

We have examined the Company's Certificate of Incorporation, as amended through August 28, 2002, the Company's Amended and Restated By-laws, the Agreements and such other documents, records and matters of law as we have deemed necessary for purposes of this opinion. In rendering this opinion, we have assumed the genuineness, without independent investigation, of all signatures on all documents examined by us, the conformity to the original documents of all documents submitted to us as certified or facsimile copies, and the authenticity of all such documents.

We have relied solely upon the examinations and inquiries recited herein, and we have not undertaken any independent investigation to determine the existence or absence of any facts, and no inference as to our knowledge concerning such facts should be drawn.

Based upon and subject to the foregoing and the further qualifications and limitations set forth below, as of the date hereof, we are of the opinion that after the 155,650 shares of Common Stock of the Company to be registered under the Registration Statement have been issued and delivered by the Company in accordance with the terms of the Agreements against payment of the purchase price therefor, said shares of Common Stock will be validly issued, fully paid and non-assessable, assuming compliance with applicable federal and state securities laws and with the transfer restrictions contained in the Company's Certificate of Incorporation, as amended through August 28, 2002.

Our opinion is limited to the General Corporation Law of Delaware in effect as of the date hereof. This opinion is furnished by us solely for the benefit of the Company in connection with the offering of the shares of Common Stock pursuant to the Agreements and the filing of the Registration Statement and any amendments thereto. This opinion may not be relied upon by any other person or assigned, quoted or otherwise used without our specific written consent.

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We hereby consent to the filing of this opinion as Exhibit 5 to the Registration Statement. In giving this consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or rules or regulations of the Commission.

Very truly yours,

/s/ Squire, Sanders & Dempsey (US) LLP

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CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated March 29, 2011, relating to the consolidated financial statements and financial statement schedule of Core Molding Technologies, Inc. and Subsidiaries, appearing in the Annual Report on Form 10-K of Core Molding Technologies, Inc. for the year ended December 31, 2010.

/s/ Crowe Horwath LLP

Columbus, Ohio

May 19, 2011

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**POWERS OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENT, that each of the undersigned officers and directors of Core Molding Technologies, Inc., a Delaware corporation (the "Company"), which is about to file with the Securities and Exchange Commission, Washington, D.C., under the provisions of the Securities Act of 1933, as amended, a Registration Statement on Form S-8 (the "Registration Statement") for the registration of certain of its shares of common stock for offering and sale pursuant to the Stock Option Agreement (Non-Qualified Director Stock Option) with Thomas R. Cellitti dated February 2, 2004 (33,250 shares), the Stock Option Agreement (Non-Qualified Director Stock Option) with James F. Crowley dated February 2, 2004 (22,650 shares), the Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (33,250 shares) and the Stock Option Agreement (Non-Qualified Director Stock Option) with Malcolm M. Prine dated February 2, 2004 (66,500 shares), hereby constitutes and appoints Kevin L. Barnett and Herman F. Dick, Jr., and each of them, as his true and lawful attorneys-in-fact and agents with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign such Registration Statement and any and all amendments thereto, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each of said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all things that each of said attorneys-in-fact and agents, or any of them, or his or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his hand as of the 19th day of May, 2011.

<b>Signature</b>	<b>Title</b>
<u>/s/ Thomas R. Cellitti</u> Thomas R. Cellitti	Director
<u>/s/ James F. Crowley</u> James F. Crowley	Director
<u>/s/ Ralph O. Hellmold</u> Ralph O. Hellmold	Director
<u>/s/ Malcolm M. Prine</u> Malcolm M. Prine	Chairman of the Board of Directors
<u>/s/ James L. Simonton</u> James L. Simonton	Director