FORM 10-K

Annual report pursuant to section 13 and 15(d)

Filing Date: **1994-03-02** | Period of Report: **1993-12-31**
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FILER

CROWN CENTRAL PETROLEUM CORP /MD/
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SIC: **2911** Petroleum refining

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ONE N CHARLES
BALTIMORE MD 21201
3015397400

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

FORM 10-K

(Mark One)

[X] ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 [FEE REQUIRED]
For the fiscal year ended December 31, 1993

OR

[ ] TRANSITION REPORT PURSUANT TO SECTION 13 or 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934 [NO FEE REQUIRED]
For the transition period from ___________ to ____________

Commission File Number 1-1059

CROWN CENTRAL PETROLEUM CORPORATION
(Exact name of registrant as specified in its charter)

MARYLAND	52-0550682
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

ONE NORTH CHARLES STREET BALTIMORE, MARYLAND	21201
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (410) 539-7400

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Name of Each Exchange on which Registered
Class A Common Stock - $5 Par Value	American Stock Exchange
Class B Common Stock - $5 Par Value	American Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: None

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. [X]

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

The aggregate market value of the voting stock held by nonaffiliates as of January 31, 1994 was $112,731,000.

The number of shares outstanding at February 15, 1994 of the registrant's $5 par value Class A and Class B Common Stock was 4,817,392 shares and 5,015,206 shares, respectively.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Proxy Statement for the Annual Meeting of Stockholders on April 28, 1994 are incorporated by reference into Items 10 through 13, Part III.

Crown Central Petroleum Corporation
and subsidiaries

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PART I

Item 1. BUSINESS

General

Crown Central Petroleum Corporation and subsidiaries (the Company) operates primarily in one business segment as an independent refiner and marketer of petroleum products, including petrochemical feedstocks. The Company owns and operates two refineries, one located near Houston, Texas with a rated capacity of 100,000 barrels per day and the other in Tyler, Texas with a rated capacity of 50,000 barrels per day. The Company operates 17 product terminals in strategic locations from Houston, Texas to Elizabeth, New Jersey and through the Midwestern United States. The Company markets finished petroleum products in 18 states and the District of Columbia. These marketing activities are focused primarily in the Mid-Atlantic, Southeastern and Midwestern United States.

In 1989, the Company acquired all of the stock of La Gloria Oil and Gas Company (La Gloria). La Gloria's principal asset is the Tyler refinery. La Gloria also owns a truck rack terminal at the refinery, a wholesale terminal in Illinois, and a crude oil gathering system that serves the Tyler refinery. La Gloria leases three other terminal facilities in Arkansas and Indiana. The addition of La Gloria's crude processing capacity has afforded Crown certain improved economies of scale in purchasing raw materials, in product distribution and in marketing. Further, this volume increase directly reduces the per barrel cost of the Company's selling and administrative expenses.

The Company's marketing strategy has concentrated on the development of high-volume, multi-pump service stations that are located principally in neighborhoods rather than on interstate highways. The Company believes that the stations are distinctive because of their attractive landscaping, high standards of cleanliness and service and 24 hours-a-day operation. The Company owns and operates two convenience store chains (Fast Fare and Zippy Mart). Through the marketing of both merchandise and gasoline, these units have complemented the Company's traditional retailing activities.

Sales values of the principal classes of products sold by the Company during the last three years are included in Management's Discussion and Analysis of Financial Condition and Results of Operations on page 7 of this report.

At December 31, 1993, the Company employed 3,031 employees. The total number of employees decreased approximately 9% from year-end 1992, due primarily to reductions in marketing operations as a result of the closing or divestment of retail units which were not strategic to the Company's future and reductions due to the consolidation of certain Marketing field operations.

Regulation

Like other petroleum refiners and marketers, the Company's operations are subject to extensive and rapidly changing federal and state environmental regulations governing air emissions, wastewater discharges, underground storage tanks, and solid and hazardous waste management activities. The Company anticipates that substantial capital investments will be required in order to comply with federal, state and local provisions. A more detailed discussion of environmental matters is included in Note A and Note G of Notes to Consolidated Financial Statements on pages 18 and 25 of this report, and in Management's Discussion and Analysis of Financial Condition and Results of Operations on pages 6 through 11 of this report.

Competitive Conditions

The Company faces intense competition in all of the business areas in which it operates. Many of the Company's competitors are substantially larger, and the Company's sales volumes represent a small portion of the overall products sold in its marketing areas. Therefore, the Company's earnings are affected by the marketing and pricing policies of its competitors, as well as changes in raw material costs. The majority of the Company's total crude oil purchases are transacted on the spot market. The Company selectively enters into forward hedging and option contracts to minimize price fluctuations for a portion of its crude oil and refined products.

The Company maintains business interruption insurance to protect itself against losses resulting from shutdowns to refinery operations for periods in excess of 25 days or $5 million resulting from fire, explosions and certain other insured casualties.

La Gloria has entered into long-term finished product Exchange Agreements with Exxon, USA (Exxon) and Chevron, USA (Chevron). The primary term of the Exxon Agreement extends through December 1999, and requires the exchange of approximately 297,000 barrels per month. The Chevron Agreement has been extended through March 1999, and requires the exchange of approximately 256,000 barrels per month.

Merchandise sales and operating revenues of the convenience stores are seasonal in nature, generally producing higher sales and net income in the summer months than at other times of the year. Gasoline sales, both at the Crown multi-pumps and convenience stores, are also somewhat seasonal in nature and, therefore, related revenues vary during the year. The seasonality does not, however, negatively impact the Company's overall ability to sell its refined products.

Item 2. PROPERTIES

Houston Refining

The Company owns and operates a 100,000 Barrel-Per-Day (BPD) refinery located on approximately 174 acres adjacent to the Houston Ship Channel in Houston, Texas. The Gulf Coast location offers an advantage because of its access by tankers, barges and pipelines for the receipt of feedstocks and the shipment of finished products. The facility has a crude unit with a 100,000 BPD atmospheric column and a 38,000 BPD vacuum tower. Major downstream units consist of a 52,000 BPD fluid catalytic cracking (FCC) unit, a 12,000 BPD delayed coker unit, two alkylation units with a combined capacity of 12,000 BPD of alkylate production, and two reformers with a combined capacity of 36,000 BPD. Other units include a 5,000 BPD isomerization unit, two depropanizer units that can produce 5,500 BPD of refinery grade propylene, a liquefied petroleum gas unit that removes about 1,000 BPD of liquids from the refinery fuel system and a methyl tertiary butyl ether (MTBE) unit which can produce about 1,500 BPD of MTBE for gasoline blending. A fully-depreciated petroleum coke calcining plant is also located at the site, but this unit has not been in operation during the last several years because of economic conditions and environmental restrictions.

In 1993, the refinery ran at approximately 91% of rated crude unit capacity with a product yield that was approximately 54% gasoline (of which 17% was premium octane grades) and 32% distillates. In addition, propylene, propane, slurry oil, petroleum coke and sulphur were produced.

The Company owns and operates storage facilities located on approximately 130 acres near its Houston plant which, together with tanks at the refinery site, provide the Company with a storage capacity of approximately 6.2 million barrels. In addition, the Company has a third-party agreement for the storage and handling of crude received from large ocean going vessels.

The Company obtains a continuous supply of crude oil and other feedstocks from a variety of sources, including major producers, independent domestic producers, foreign national oil companies, trading companies, and other refiners. Most of the domestic crude processed by the Company, other than that from the Alaskan North Slope (ANS), is transported by pipeline. The Company's purchases of ANS and foreign crude oil are transported primarily by tankers under spot charters which are arranged by either the seller or by the Company. The Company is not obligated under any time-charter contracts.

The Company owns an undivided interest in the Rancho Pipeline System, which connects with gathering and other trunk line systems serving producing fields in parts of West Texas and New Mexico.

Tyler Refining

The Tyler refinery is a high conversion refinery located on approximately 100 of the 529 acres owned by the Company in Tyler, Texas. The crude unit has a current capability of processing approximately 52,000 BPD, but could be expanded to run 60,000 BPD with certain enhancements to downstream units. The refinery processes light, sweet crude oils delivered by pipeline to the refinery: about 80% from local East Texas producers and 20% from other sources. In 1993, the refinery had a crude unit utilization rate of approximately 94% resulting in a product yield which was approximately 55% gasoline (of which 33% was premium octane grades) and 34% distillates.

The other major process units at the refinery include a 16,000 BPD vacuum distillation unit, an 18,000 BPD FCC unit, a 6,000 BPD delayed coker unit, a 20,000 BPD naphtha hydrotreating unit, a 12,000 BPD distillate hydrotreating unit, two reforming units with a combined capacity of 16,000 BPD, a 5,000 BPD isomerization unit, and an alkylation unit with a capacity of 4,700 BPD. The hydrotreating units were significantly modified in 1993 enabling this plant to produce 100% of its distillate to meet the .05% sulphur requirements under the Clean Air Act.

In addition to the major process units, the refinery includes a gas recovery unit, sulfur plant, tankage, boilers, instrument air and plant air systems, and an API separator.

Most of the refined products are delivered via the refinery truck terminal, which is equipped for automated blending. The refinery connects to the Texas Eastern Product Pipeline System which extends into the upper Midwestern States.

The major source of crude supply to the refinery is the McMurrey Pipe Line Company system. The McMurrey Pipe Line Company, a wholly-owned subsidiary of La Gloria, owns and operates a crude oil transmission and gathering system in Smith, Gregg, and Rusk counties in East Texas.

Marketing

While the Company retails and/or wholesales finished petroleum products in several states, the majority of its 1993 sales were concentrated in Alabama, Arkansas, Georgia, Illinois, Indiana, Maryland, New Jersey, North Carolina, South Carolina, Texas and Virginia.

The Company owns or leases 17 terminals in 11 states and has exchange agreements with other terminals. The Company's terminals are supplied through a combination of pipelines and barge loading facilities. In addition to serving the Company's retail requirements, the terminals supply petroleum products to other refiner/marketers, jobbers and independent distributors. As discussed in Management's Discussion and Analysis of Financial Condition and Results of Operations on page 8 of this report, in the third quarter of 1993, a fire destroyed the loading rack at the Pasadena Texas terminal.

The Company's gasoline products are marketed at retail through Crown branded multi-pump service stations. At December 31, 1993, there were 298 locations in operation of which 101 were leased to dealers and 197 were operated by the Company. Of the Company's 298 service stations, 111 contain Express Marts which sell a variety of convenience items in an area of approximately 800 square feet and 49 locations operate as traditional convenience stores bearing the Crown name.

Fast Fare and Zippy Mart convenience stores are currently located in Alabama, Georgia, North Carolina and South Carolina. The stores average 2,200-2,400 square feet of floor space and generally operate 24 hours a day. They offer a variety of dairy and bakery products, beer, wine, soft drinks, and other convenience items. Many outlets include deli counters and carry-out fast food. The 78 operating Fast Fare and Zippy Mart convenience stores at December 31, 1993 included 53 fee locations, where Fast Fare owns the land, and 25 leased facilities. Petroleum products are marketed at 75 of these locations.

Item 3. LEGAL PROCEEDINGS

The Company is involved in various matters of litigation, the ultimate determination of which, in the opinion of management, will not have a material adverse effect on the Company's financial position. The Company's legal proceedings are further discussed in Note G of Notes to Consolidated Financial Statements on page 25 of this report.

In 1991, 1992 and 1993, the Texas Water Commission conducted routine solid waste investigations of the Company's Pasadena Refinery. The violations that have been alleged as a result of these inspections have been combined into a single enforcement action in which the Texas Natural Resource Conservation Commission (TNRCC) is currently seeking the imposition of approximately $139,000 in administrative penalties and various corrective measures. In 1992, the Texas Air Control Board conducted a State Implementation Plan inspection. The Company is currently negotiating with TNRCC concerning the appropriate disposition of the alleged violations cited as a result of this inspection. In May 1993, the United States Environmental Protection Agency (EPA) conducted an inspection at the Pasadena Refinery, and in February 1994, the Company received a Notice of Violation (NOV) related to this inspection. Many of the alleged violations in this NOV are included in the air matters currently under consideration by TNRCC. The Company is attempting to coordinate the resolution of these matters which are now before the two agencies. The Pasadena Refinery and many of the Company's other facilities are involved in a number of other environmental enforcement actions or are subject to agreements, orders or permits that require remedial activities. Environmental expenditures, including these matters, are discussed in the Liquidity and Capital Resources section of Management's Discussion and Analysis of Financial Conditions and Results of Operations on pages 9 through 11 of this report, and in Note G of Notes to Consolidated Financial Statements on page 25 of this report. These enforcement actions and remedial activities, in the opinion of management, are not expected to have a material adverse effect on the financial position of the Company.

In addition, the Company has been named by the EPA and by several state environmental agencies as a potentially responsible party at various federal and state Superfund sites. The Company's exposure in these matters has either been resolved or is de minimis and is not expected to have a material adverse effect on the financial position of the Company.

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

No matters were submitted to a vote of security holders during the last three months of the fiscal year covered by this report.

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PART II

Item 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

The Company's common stock is listed on the American Stock Exchange under the ticker symbols CNP A and CNP B.

Common Stock Market Prices and Cash Dividends

	1993 Sales Price High	1993 Sales Price Low	1992 Sales Price High	1992 Sales Price Low	1992 Cash Dividend Declared
CLASS A COMMON STOCK					
First Quarter . . .	$18	$13 3/4	$26 1/2	$22 1/2	$.10
Second Quarter . . .	16 7/8	14 1/2	24 1/8	20 3/8	.10
Third Quarter . . .	16 3/4	14 1/2	20 1/2	16	
Fourth Quarter . . .	16 1/4	14 5/8	17 1/4	13 5/8	
Yearly	18	13 3/4	26 1/2	13 5/8	.20
CLASS B COMMON STOCK					
First Quarter . . .	$16 1/8	$12	$24 3/8	$21 3/8	$.10
Second Quarter . . .	14 3/4	12 5/8	21 7/8	19	.10
Third Quarter . . .	14 1/4	12 1/4	19 1/4	14 1/2	
Fourth Quarter . . .	14 5/8	13	15 1/8	11 1/4	
Yearly	16 1/8	12	24 3/8	11 1/4	.20

The Company's policy of paying regular quarterly cash dividends is dependent upon future earnings, capital requirements, overall financial condition and restrictions as described in Note C of Notes to Consolidated Financial Statements on pages 19 and 20 of this report. There were no cash dividends declared on common stock in 1993.

The approximate number of shareholders of the Company's common stock, based on the number of record holders on December 31, 1993 was:

Class A Common Stock . . 794
Class B Common Stock . . 953

Transfer Agent & Registrar
Mellon Securities Transfer Services
Ridgefield Park, New Jersey

Item 6. SELECTED FINANCIAL DATA

The selected consolidated financial data for the Company set forth below for the five years ended December 31, 1993 should be read in conjunction with the

Consolidated Financial Statements.
<TABLE> <CAPTION>

	1993	1992	1991	1990	1989
	(Thousands of dollars except per share amounts)				
<S>	<C>	<C>	<C>	<C>	<C>
Sales and operating revenues	$1,747,411	$1,795,259	$1,857,711	$2,019,960	$1,523,147
(Loss) income before cumulative effect of changes in accounting principles	(4,300)	(13,278)	(6,026)	26,011	21,005
Cumulative effect of changes in accounting principles		7,772			
Net (loss) income . . .	(4,300)	(5,506)	(6,026)	26,011	21,005
Total assets	656,178	675,337	687,816	687,698	623,690
Long-term debt	65,579	61,220	88,646	2,230	42,655
Per Fully Diluted Share Data:					
(Loss) income before cumulative effect of changes in accounting principles	(.44)	(1.35)	(.61)	2.65	2.09
Net (loss) income . .	(.44)	(.56)	(.61)	2.65	2.09
Cash Dividends Declared:					
Class A Common . . .		.20	.80	.80	.30
Class B Common . . .		.20	.80	.80	.30
Series A Preferred .					.92
Series B Preferred .					.67

</TABLE>
The above financial information reflects the operations of La Gloria Oil and Gas Company since the effective date of the acquisition in the fourth quarter of 1989.

Item 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Results of Operations

As discussed in Notes D and F of Notes to Consolidated Financial Statements on pages 21 and 24 of this report, Crown Central Petroleum Corporation and subsidiaries (the Company) adopted the provisions of the Financial Accounting Standards Board's Statements of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (SFAS 109), and No. 106, "Employers' Accounting for Postretirement Benefits Other Than Pensions" (SFAS 106), effective January 1, 1992. The 1992 results include the $13,403,000 cumulative effect benefit of the adoption of SFAS 109 on prior years, and the $5,631,000 net of tax cumulative effect charge of applying SFAS 106. In 1993, the Company had a net loss of $4.3 million compared to a net loss before cumulative effect of changes in accounting principles of $13.3 million in 1992, and a net loss of $6 million in 1991.

The Company's sales and operating revenues decreased 2.7% in 1993 compared to a 3.4% decrease in 1992. The Company's sales and operating revenues include all Federal and State Excise Taxes which totalled $296,228,000, $218,944,000, and $214,716,000 in 1993, 1992 and 1991, respectively. The 1993 decrease in sales and operating revenues was due to an 8.8% decrease in the average unit selling price of petroleum products and to decreases in merchandise sales of 19.9%, which were partially offset by a 2.1% increase in sales volumes and an increase in excise taxes as previously mentioned. The 1992 decrease was primarily attributable to a 6.6% decrease in the average unit selling price of petroleum products and a 12.5% decrease in merchandise sales, which were partially offset by a 3.4% increase in petroleum product sales volumes. The merchandise sales decreases resulted principally from the sale or closing throughout 1992 and 1993 of retail marketing outlets which were either not profitable or did not fit with the Company's strategic direction. The closing of these units resulted in increases in the average sales level per store in each of the last two years. There were 376, 435 and 524 retail units operating at the end of 1993, 1992 and 1991, respectively.

Gasoline sales accounted for 56.4% of total 1993 revenues (excluding excise taxes), while distillates and merchandise sales represented 30.4% and 6.0%, respectively. This compares to a dollar mix from sales of 57.1% gasoline, 28.7% distillates and 6.9% merchandise in 1992; and 56.4% gasoline, 29.3% distillates and 7.6% merchandise in 1991.

The following table depicts the sales values of the principal classes of products sold by the Company, which individually contributed more than ten percent of consolidated sales and operating revenues (excluding excise taxes) during the last three years:

Sales of Principal Products millions of dollars	1993	1992	1991
Gasoline	$817.6	$900.1	$926.1
No. 2 Fuel & Diesel	369.7	379.9	384.5

Costs and operating expenses decreased 3.3% in 1993, after decreasing 3.4% in 1992. The 1993 decrease was attributable to a decrease in the average cost per barrel consumed of crude oil and feedstocks of $2.29 or 11.2%, which was partially offset by increases in volumes sold and excise taxes as previously mentioned. The 1992 decrease was due primarily to a decrease in the average cost per barrel consumed of $1.45 or 6.6% which was partially offset by higher sales volumes.

The results of operations were affected by the Company's use of the last-in, first-out (LIFO) method to value inventory which results in a better matching of current revenues and costs. The impact of LIFO was to increase the Company's gross margins in 1993, 1992 and 1991 by $.48 per barrel ($27.7 million), $.10 per barrel ($5.8 million) and $.86 per barrel ($45.9 million), respectively. The 1992 LIFO impact is net of a $2.3 million gross margin decrease resulting from a liquidation of LIFO inventory quantities as discussed in Note B of Notes to Consolidated Financial Statements on page 19 of this report.

Total refinery throughput was: 158,000 barrels per day (bpd) in 1993, yielding 86,000 bpd of gasoline (54.5%) and 52,000 bpd of distillates (32.6%); 154,000 barrels per day (bpd) in 1992, yielding 86,000 bpd of gasoline (56.2%) and 49,000 bpd of distillates (31.9%); and 147,000 bpd in 1991, yielding 78,000 bpd of gasoline (53.1%) and 47,300 bpd of distillates (32.2%). Refinery production was slightly impacted in 1993 by a scheduled maintenance turnaround in the second quarter at the Tyler refinery, while Refinery production was more dramatically reduced in 1992 by scheduled first quarter maintenance turnarounds at both the Houston and Tyler refineries. Due to poor refining margins late in the fourth quarter of 1993, the Company announced that it had reduced runs at its Pasadena Refinery by 20%. In 1991, overall refinery production and gasoline yields were reduced by the first quarter's scheduled turnaround and extensive modification of the Houston refinery's Fluid Catalytic Cracking Unit (FCCU), which is the primary gasoline facility. The Company's finished product requirements in excess of its refinery yields and existing inventory levels are acquired thru its exchange agreements or outright purchases.

On September 28, 1993, a fire destroyed the Red Bluff truck loading rack located one mile from the Pasadena Refinery. Since the fire, the Company has supplied its terminal rack customers with refined products at nearby locations. However, due to its strategic location, the Company has experienced certain reductions in operating margins in selling the refined product formerly sold from the Pasadena Terminal rack at these alternative sites or in the bulk products market. Prior to the fire, refined products sold from the Pasadena Terminal rack approximated 4% of consolidated 1993 refined product sales volumes. The Company continues to evaluate its options, but has not made a final decision concerning the repairs to the facility.

A majority of the Company's total crude oil and related raw material purchases are transacted on the spot market. The Company selectively enters into forward hedging and option contracts to minimize price fluctuations for a portion of its crude oil and refined products.

Selling and administrative expenses decreased 10.8% in 1993 after decreasing 8.3% in 1992. The 1993 decrease resulted primarily from decreased store level and marketing administrative costs associated with the closing of retail outlets as previously discussed, and the consolidation of certain marketing field operations. The 1992 decrease is also attributable to reduced costs associated with the closing of retail outlets, and reductions resulting from the reorganization of the Company's administrative functions. At December 31, 1993, the Company operated 249 retail gasoline facilities and 127 convenience stores compared to 262 retail gasoline facilities and 173 convenience stores at December 31, 1992 and 275 retail gasoline facilities and 249 convenience stores at December 31, 1991. Despite the net reduction in 1993 of 59 operating units (13.6%) from the December 31, 1992 level, the Company experienced a 9.1% increase in total retail petroleum product margin dollars while total retail sales volumes decreased less than 1%. The Company believes its extensive retail unit analysis is now complete and that a minimal number of existing units will be closed in 1994. Selling and administrative expense costs in 1993 include $.7 million in reorganization and office closure costs, while reorganization costs of $.4 million and $1.1 million are included in selling and administrative expenses for 1992 and 1991, respectively.

Operating costs and expenses in 1993, 1992 and 1991 include $8.7 million, $7.6 million and $15.7 million, respectively, related to environmental matters and retail units that have been closed. Operating costs and expenses in 1993 also include $1.8 million of accrued non-environmental casualty related costs. Operating costs and expenses in 1992 include a $1 million reserve for the write-off of excess refinery equipment and a $1.3 million write-off of refinery feasibility studies.

Depreciation and amortization in 1993 was comparable to 1992, and is expected to remain consistent in 1994. Depreciation and amortization increased 24.5% in 1992 resulting from additional depreciation and amortization relating to the 1991 capital modification and turnaround at the Houston refinery which was completed in March 1991, as well as depreciation associated with other capital expenditures made in 1991 and amortization of the 1992 turnarounds. Additionally, $2.4 million of depreciation was recorded as a result of the step-up in basis of fixed assets as required by the adoption of SFAS 109, effective January 1, 1992.

The loss of $2.3 million from sales and abandonments in 1993 relates primarily to the write-down of the Sulphur Unit at the Houston refinery. The loss of $1.3 million from sales of property plant and equipment in 1992 includes a $.9 million write-off of abandoned equipment related to the capital modification of the Houston refinery's FCCU.

Interest and other income increased $1.4 million in 1993 and decreased $4.7 million in 1992. The 1992 decrease was due primarily to decreases in the average daily cash invested of $40.9 million and to decreases in average interest rates. Interest and other income in 1993 includes income of $.7 million from the Company's wholly-owned insurance subsidiaries compared to a loss of $1 million in 1992 and income of $.2 million in 1991.

Non-operating gains in 1991 include a favorable $2.4 million litigation settlement related to the Houston refinery property tax assessments for the years 1986 to 1989 and a favorable $1.2 million insurance settlement. There were no material net non-operating gains or losses credited or charged to income in 1993 or 1992.

Interest expense increased $.6 million in 1993 and decreased $1.1 million in 1992. The 1993 increase related to a decrease in capitalized interest as disclosed in Note C of Notes to Consolidated Financial Statements on page 20 of this report. The 1992 decrease was due to decreases in the average effective rate on cash borrowed reflecting the Company's positive results from its interest rate swap program. Increases in the average daily cash borrowed of $5.2 million in 1992 partially offset the decreased expense.

As discussed in Note D of Notes to Consolidated Financial Statements on page 22 of this report, the passage of the Tax Act of 1993 increased the Company's federal statutory income tax rate from 34% to 35% effective January 1, 1993. The effect of the change in statutory rate was to increase the Company's 1993 income tax expense and increase the net loss by $2.3 million or $.23 per share.

Liquidity and Capital Resources

The Company's cash and cash equivalents were $3.5 million lower at year-end 1993 than at year-end 1992. The decrease was attributable to $40 million of net cash outflows from investment activities which was partially offset by cash provided by operating activities of $31.3 million and cash provided by financing activities of $5.2 million.

The positive $31.3 million cash generated from operating activities in 1993 is net of an $11.2 million cash outflow relating to working capital, resulting primarily from decreases in crude oil and refined products payable and increases in the value of crude oil and finished products inventories, which was partially offset by net decreases in accounts receivable. Since the Company purchases much of its crude oil in bulk, crude oil payables fluctuate depending on when the cargo is received and when the related payment is made.

Net cash outflows from investment activities in 1993 consisted principally of capital expenditures of $40.9 million (which includes $19.1 million related to the Marketing area and $19.5 million for refinery operations) and $4 million of refinery deferred turnaround costs. The total outflows from investment activities were partially offset by proceeds from the sale of property, plant and equipment of $5.6 million.

Net cash provided by financing activities in 1993 relates primarily to the $5.5 million received from the purchase money lien as discussed in Note C of Notes to Consolidated Financial Statements on page 20 of this report.

The ratio of current assets to current liabilities at December 31, 1993 was 1.29:1 compared to 1.22:1 at December 31, 1992. If FIFO values had been used for all inventories, assuming an incremental effective income tax rate of 38.5% at December 31, 1993 and 37.5% at December 31, 1992, the ratio of current assets to current liabilities would have been 1.36:1 at December 31, 1993 and 1992.

Like other petroleum refiners and marketers, the Company's operations are subject to extensive and rapidly changing federal and state environmental regulations governing air emissions, waste water discharges, and solid and hazardous waste management activities. The Company's policy is to accrue environmental and clean-up related costs of a non-capital nature when it is both probable that a liability has been incurred and that the amount can be reasonably estimated. While it is often extremely difficult to reasonably quantify future environmental related expenditures, the Company anticipates that a substantial capital investment will be required over the next several years to comply with existing regulations. The Company had recorded a liability of approximately $16.8 million as of December 31, 1993 to cover the estimated costs of compliance with environmental regulations.

Environmental liabilities are subject to considerable uncertainties which affect the Company's ability to estimate its ultimate cost of remediation efforts. These uncertainties include the exact nature and extent of the contamination at each site, the extent of required cleanup efforts, varying costs of alternative remediation strategies, changes in environmental remediation requirements, the number and financial strength of other potentially responsible parties at multi-party sites, and the identification of new environmental sites. As a result, charges to income for environmental liabilities could have a material effect on results of operations in a particular quarter or year as assessments and remediation efforts proceed or as new claims arise. However, management is not aware of any matters which would be expected to have a material adverse effect on the Company's consolidated financial position, cash flow or liquidity.

Over the next two to three years, the Company estimates environmental expenditures at the Houston and Tyler refineries, of at least $4.9 million and $16.8 million, respectively. Of these expenditures, it is anticipated that $3.5 million for Houston and $15.8 million for Tyler will be of a capital nature, while $1.4 million and $1 million, respectively, will be related to previously accrued non-capital remediation efforts. At the Company's marketing facilities, environmental related expenditures (capital and non-capital) of at least $10.5 million are planned for 1994 and 1995, which includes $5.1 million previously accrued relating to site testing and inspections, site clean-up, and monitoring wells.

In the fourth quarter of 1993, the distillate hydrotreater at the Tyler, Texas refinery, was completed at a cost of approximately $8.2 million. This unit, which is capable of processing 10,000 barrels per day, has operated near capacity since start up and enables Crown to meet the on road distillate sulphur standard as required by the Clean Air Act. Since 1991, the Company has incurred expenditures of approximately $20.4 million in connection with engineering and equipment acquisition which would enable the Houston refinery to manufacture low sulphur distillate. These expenditures are included in Property, Plant and Equipment on the Company's Balance Sheet at December 31, 1993. This project has been temporarily halted while the Company further studies the market economics of high sulphur versus low sulphur distillate and evaluates various options for this project. The Company estimates that, depending upon the specific design and capacity, additional expenditures in the range of $50 million to $80 million would be required to complete this project. If the Company decides to install this unit, long-term capital or alternative financing arrangements will be required.

As discussed in Note C of Notes to Consolidated Condensed Financial Statements on page 20 of this report, effective as of May 10, 1993, the Company entered into a new three year Revolving Credit Facility. Management believes the new agreement will provide anticipated working capital requirements as well as support future growth opportunities. As a result of a strong balance sheet and overall favorable credit relationships, the Company has been able to maintain open lines of credit with its major suppliers.

Under the Revolving Credit Agreement, the Company had outstanding as of January 31, 1994, irrevocable standby letters of credit in the principal amount of $25.7 million for purposes in the ordinary course of business. Unused commitments totaling $99.3 million under the Revolving Credit Agreement were available for future borrowings and issuance of letters of credit at January 31, 1994.

As discussed in Note C of Notes to Consolidated Financial Statement, on page 20 of this report, effective December 1, 1993, the Company entered into a Purchase Money Lien (Money Lien) for the financing of certain service station and terminal equipment and office furnishings. On January 31, 1994, an additional $1 million was drawn on the Money Lien for terminal equipment resulting in a total of $6.5 million outstanding at January 31, 1994.

The $60 million outstanding under the Company's Note Purchase Agreement requires seven annual repayments of $8.6 million beginning in January 1995. Under the terms of the existing credit facilities, the Company has various options available to either repay or refinance this debt including short-term borrowings, long-term borrowings, lease financing and structures such as the Purchase Money Lien previously discussed.

In 1993, due to declining interest rates, the Company reduced the discount rate used to measure obligations for pension and postretirement benefits other than pensions. This change will increase the Company's 1994 net periodic pension cost, however, adjustments to other assumptions used in accounting for the Company's defined benefit plans will likely result in a minimal impact on the overall cost.

The Company's management is involved in a continual process of evaluating growth opportunities in its core business as well as its capital resource alternatives. Total capital expenditures and deferred turnaround costs in 1994 are projected to approximate the 1993 expenditures of $44.9 million. The capital expenditures relate primarily to planned enhancements at the Company's refineries, marketing store level improvements and to company-wide environmental requirements. Management anticipates funding these 1994 expenditures principally through funds from operations and existing available cash.

The Company places its temporary cash investments in high credit quality financial instruments which are in accordance with the covenants of the Company's financing agreements. These securities mature within ninety days, and, therefore, bear minimal risk. The Company has not experienced any losses on its investments.

The Company faces intense competition in all of the business areas in which it operates. Many of the Company's competitors are substantially larger and Crown's sales volumes generally represent a small portion of the overall products sold in the Company's marketing areas. Therefore, the Company's earnings are affected by the marketing and pricing policies of its competitors, as well as changes in raw material costs.

Merchandise sales and operating revenues from the Company's convenience stores are seasonal in nature, generally producing higher sales and net income in the summer months than at other times of the year. Gasoline sales, both at the Crown multi-pumps and convenience stores, are also somewhat seasonal in nature and, therefore, related revenues may vary during the year. The seasonality does not, however, negatively impact the Company's overall ability to sell its refined products.

The Company maintains business interruption insurance to protect itself against losses resulting from shutdowns to refinery operations from fire, explosions and certain other insured casualties. Business interruption coverage begins for such losses at the greater of $5 million or shutdowns for periods in excess of 25 days.

Effects of Inflation and Changing Prices

The Company's consolidated financial statements are prepared on the historical cost method of accounting and, as a result, do not reflect changes in the dollar's purchasing power. Although the level of inflation continued to remain relatively low in recent years, the Company's results are still affected by the inflationary trend of earlier years.

In the capital intensive industry in which the Company operates, the replacement costs for its properties would generally far exceed their historical costs. Accordingly, depreciation would be greater if it were based on current replacement costs. However, since replacement facilities would reflect technological improvements and changes in business strategies, such facilities would be expected to be more productive and versatile than existing facilities, thereby increasing profits and mitigating increased depreciation and operating costs.

The Company's use of LIFO to value inventories understates the value of inventories on the Company's consolidated Balance Sheet as compared to the first-in, first-out (FIFO) method.

In recent years, crude oil and refined petroleum product prices have been falling which has resulted in a net reduction in working capital requirements. If the prices increase in the future, the Company will expect a related increase in working capital needs.

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Item 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

CONSOLIDATED BALANCE SHEETS
Crown Central Petroleum Corporation and Subsidiaries
(Thousands of dollars)

Assets	December 31 1993	1992
Current Assets		
Cash and cash equivalents	$ 52,021	$ 55,504
Accounts receivable, less allowance for doubtful accounts (1993--$1,760; 1992--$1,392)	91,413	112,920
Recoverable income taxes		2,690
Inventories	86,811	73,454
Other current assets	762	1,403
Total Current Assets	231,007	245,971

Investments and Deferred Charges	42,908	53,616
Property, Plant and Equipment		
Land	44,433	45,251
Petroleum refineries	428,567	409,832
Marketing facilities	182,473	177,911
Pipelines and other equipment	20,932	19,247
	676,405	652,241
Less allowance for depreciation	294,142	276,491
. . . . Net Property, Plant and Equipment	382,263	375,750
	$656,178	$675,337

See notes to consolidated financial statements

CONSOLIDATED BALANCE SHEETS
Crown Central Petroleum Corporation and Subsidiaries
(Thousands of dollars)

Liabilities and Stockholders' Equity	December 31 1993	1992
Current Liabilities		
Accounts payable:		
Crude oil and refined products	$104,166	$134,416
Other	20,500	17,787
Accrued liabilities	50,145	48,522
Income taxes payable	3,264	
Current portion of long-term debt	1,094	357
. . . . Total Current Liabilities	179,169	201,082
Long-Term Debt	65,579	61,220
Deferred Income Taxes	81,217	81,588
Other Deferred Liabilities	31,860	28,173

Common Stockholders' Equity		
Class A Common Stock--par value $5 per share: Authorized--8,500,000 shares; issued and outstanding shares-- 4,817,392 in 1993 and 1992	24,087	24,087
Class B Common Stock--par value $5 per share: Authorized--6,500,000 shares; issued and outstanding shares-- 5,015,206 in 1993 and 1992	25,076	25,076
Additional paid-in capital	91,870	91,870
Retained earnings	157,320	162,241
. . . . Total Common Stockholders' Equity	298,353	303,274
	$656,178	$675,337

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF OPERATIONS
Crown Central Petroleum Corporation and Subsidiaries
(thousands of dollars, except per share amounts)

	Year Ended December 31 1993	1992	1991
Revenues			
Sales and operating revenues (including excise taxes of 1993--$296,228; 1992--$218,944; 1991--$214,716)	$1,747,411	$1,795,259	$1,857,711
Operating Costs and Expenses			
Costs and operating expenses . .	1,604,696	1,659,796	1,718,066
Selling and administrative expenses	91,714	102,805	112,131
Depreciation and amortization . .	41,873	41,526	33,346
Sales of property, plant and equipment	2,331	1,264	(20)
	1,740,614	1,805,391	1,863,523
Operating Income (Loss)	6,797	(10,132)	(5,812)
Interest and other income	1,461	3	4,713
Non-operating gains			3,674
Interest expense	(7,451)	(6,826)	(7,908)
Income (Loss) Before Income Taxes and Cumulative Effect of Changes in Accounting Principles	807	(16,955)	(5,333)

Income Tax Expense (Benefit) . . .	5,107	(3,677)	693
(Loss) Before Cumulative Effect of Changes in Accounting Principles	(4,300)	(13,278)	(6,026)
Cumulative Effect to January 1, 1992 of Change in Accounting for Postretirement Benefits Other Than Pensions (Net of Tax Benefit of $3,308)		(5,631)	
Cumulative Effect to January 1, 1992 of Change in Accounting for Income Taxes		13,403	
Net (Loss)	$ (4,300)	$ (5,506)	$ (6,026)
Net (Loss) Per Share:			
(Loss) Before Cumulative Effect of Changes in Accounting Principles	$ (.44)	$ (1.35)	$ (.61)
Cumulative Effect to January 1, 1992 of Change in Accounting for Postretirement Benefits Other Than Pensions . .		(.57)	
Cumulative Effect to January 1, 1992 of Change in Accounting for Income Taxes		1.36	
Net (Loss) Per Share	$ (.44)	$ (.56)	$ (.61)

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF CHANGES IN COMMON STOCKHOLDERS' EQUITY
Crown Central Petroleum Corporation and Subsidiaries
(thousands of dollars, except per share amounts)

<TABLE> <CAPTION>

	Class A Common Stock		Class B Common Stock		Additional Paid-In	Retained
	Shares	Amount	Shares	Amount	Capital	Earnings
<S>	<C>	<C>	<C>	<C>	<C>	<C>
Balance at January 1, 1991	4,817,392	$24,087	5,015,206	$25,076	$91,870	$183,606

Net (loss) for 1991 . . .						(6,026)
Cash dividends:						
Class A Common Stock--$.80 per share						(3,854)
Class B Common Stock--$.80 per share						(4,012)
Balance at December 31, 1991	4,817,392	24,087	5,015,206	25,076	91,870	169,714
Net (loss) for 1992 . . .						(5,506)
Cash dividends:						
Class A Common Stock--$.20 per share						(964)
Class B Common Stock--$.20 per share						(1,003)
Balance at December 31, 1992	4,817,392	24,087	5,015,206	25,076	91,870	162,241
Net (loss) for 1993 . . .						(4,300)
Adjustment to record minimum pension liability, net of deferred income tax benefit of $335						(621)
Balance at December 31, 1993	4,817,392	$24,087	5,015,206	$25,076	$91,870	$157,320

</TABLE>

See notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF CASH FLOWS
Crown Central Petroleum Corporation and Subsidiaries
(thousands of dollars)

	Year Ended December 31 1993	1992	1991
Cash Flows From Operating Activities			
Net (loss)	$ (4,300)	$ (5,506)	$ (6,026)
Reconciling items from net (loss) to net cash provided by operating activities:			
Depreciation and amortization . . .	41,873	41,526	33,346
Loss (gain) on sales of property, plant and equipment	2,331	1,264	(20)
Equity (earnings) loss in unconsolidated subsidiaries	(651)	1,028	(237)
Deferred income taxes	(36)	(841)	11,125

Other deferred items	830	715	5,608
Cumulative effect of changes in accounting principles		(7,772)	
Changes in assets and liabilities			
Accounts receivable	21,507	(1,506)	50,001
Recoverable income taxes	2,690	6,742	(9,432)
Inventories	(13,357)	31,953	5,832
Other current assets	641	330	(1,130)
Crude oil and refined products payable	(30,250)	(13,303)	(76,562)
Other accounts payable	2,713	(2,555)	1,335
Accrued liabilities	1,623	876	(5,155)
Income taxes payable	3,264		(8,156)
Net Cash Provided by Operating Activities	28,878	52,951	529
Cash Flows From Investment Activities			
Capital expenditures	(40,860)	(38,003)	(64,782)
Contract settlement regarding acquisition of La Gloria Oil and Gas Company . .		8,000	
Proceeds from sales of property, plant and equipment	5,515	4,072	4,619
Investment in subsidiaries	(4)	(177)	742
Deferred turnaround maintenance and other	(4,678)	(19,675)	(21,333)
Net Cash (Used in) Investment Activities	(40,027)	(45,783)	(80,754)
Cash Flows From Financing Activities			
Net (repayments) borrowings on loan agreements	(376)	(27,339)	86,333
Proceeds from purchase money lien . .	5,472		
Proceeds from interest rate swap terminations	2,403		
Net repayments (issuances) of long-term notes receivable	167	(499)	(2,637)
Cash dividends		(1,967)	(7,866)
Net Cash Provided by (Used in) Financing Activities	7,666	(29,805)	75,830
Net (Decrease) in Cash and Cash Equivalents	(3,483)	(22,637)	(4,395)
Cash and Cash Equivalents at Beginning of Year	55,504	78,141	82,536
Cash and Cash Equivalents at End of Year	$ 52,021	$ 55,504	$ 78,141
Supplemental Disclosures of Cash Flow Information			
Cash paid during the year for:			
Interest (net of amount capitalized)	$ 4,249	$ 5,610	$ 3,824
Income taxes	4,329	1,023	5,858

See notes to consolidated financial statements

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
Crown Central Petroleum Corporation and Subsidiaries

Note A--Description of Business and Summary of Accounting Policies

Description of Business: Crown Central Petroleum Corporation and subsidiaries

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(the Company) operates primarily in one business segment as an independent refiner and marketer of petroleum products, including petrochemical feedstocks. The Company operates two refineries, one located near Houston, Texas with a rated capacity of 100,000 barrels per day and another in Tyler, Texas with a rated capacity of 50,000 barrels per day. Its principal business is the wholesale and retail sale of its products in the Mid-Atlantic, Southeastern and Midwestern United States.

Locot Corporation, a wholly-owned subsidiary of the Company, is the parent company of La Gloria Oil and Gas Company (La Gloria) which operates the Tyler refinery, a pipeline gathering system in Texas and product terminals located along the Texas Eastern Pipeline system.

F Z Corporation, a wholly-owned subsidiary of the Company, is the parent company of two convenience store chains operating in seven states, retailing both merchandise and gasoline.

The following summarizes the significant accounting policies and practices followed by the Company:

Principles of Consolidation: The consolidated financial statements include the
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accounts of Crown Central Petroleum Corporation and all significant majority-owned subsidiaries. All significant intercompany accounts and transactions have been eliminated. Due to immateriality, the Company's investment in Tongue, Brooks & Company, Inc. and Tiara Insurance Company, two wholly-owned insurance subsidiaries, are accounted for using the equity method.

Cash and Cash Equivalents: Cash in excess of daily requirements is invested in
- -------------------------
marketable securities with maturities of three months or less. Such investments are deemed to be cash equivalents for purposes of the statements of cash flows. The carrying amount reported in the balance sheet for cash and cash equivalents represents its fair value.

Accounts Receivable: The majority of the Company's accounts receivable relate
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to sales of petroleum products to third parties operating in the petroleum industry. The carrying amount reported in the balance sheet for accounts receivable represents its fair value.

Inventories: The Company's crude oil, refined products, and convenience store
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merchandise and gasoline inventories are valued at the lower of cost (last-in, first-out) or market with the exception of crude oil inventory held for resale which is valued at the lower of cost (first-in, first-out) or market. Materials and supplies inventories are valued at cost. Incomplete exchanges of crude oil and refined products due the Company or owing to other companies are reflected in the inventory accounts.

Property, Plant and Equipment: Property, plant and equipment is carried at
- -----------------------------
cost. Costs assigned to property, plant and equipment of acquired businesses are based on estimated fair value at the date of acquisition. Depreciation and amortization of plant and equipment are primarily provided using the straight-line method over estimated useful lives. Construction in progress is recorded in property, plant and equipment.

Expenditures which materially increase values, change capacities or extend useful lives are capitalized in property, plant and equipment. Routine maintenance, repairs and replacement costs are charged against current operations. At intervals of two or more years, the Company conducts a complete shutdown and inspection of significant units (turnaround) at its refineries to perform necessary repairs and replacements. Costs associated with these turnarounds are deferred and amortized over the period until the next planned turnaround.

Upon sale or retirement, the costs and related accumulated depreciation or amortization are eliminated from the respective accounts and any resulting gain or loss is included in income.

Environmental Costs: The Company conducts environmental assessments and
- -------------------
remediation efforts at multiple locations, including operating facilities, and previously owned or operated facilities. The Company accrues environmental and clean-up related costs of a non-capital nature when it is both probable that a liability has been incurred and that the amount can be reasonably estimated. Costs are charged to expense if they relate to the remediation of existing conditions caused by past operations or if they are not expected to contribute to future operations. Estimated costs are recorded at undiscounted amounts based on experience and assessments, and are adjusted periodically as additional or new information is available.

Sales and Operating Revenues: Sales and operating revenues include excise and
- ----------------------------
other similar taxes. Resales of crude oil are recorded net of the related crude oil cost (first-in, first-out) in sales and operating revenues.

Income Taxes: As discussed in Note D of Notes to Consolidated Financial
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Statements, effective January 1, 1992, the Company adopted Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (SFAS 109). SFAS 109 requires a liability approach for measuring deferred taxes based on temporary differences between the financial statement and tax bases of assets and liabilities existing at each balance sheet date using enacted tax rates for years in which taxes are expected to be paid or recovered. In 1993 and 1992, deferred tax liabilities reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

Interest Capitalization: Interest costs incurred during the construction and
- -----------------------
preoperating stages of significant construction or development projects is capitalized and subsequently amortized by charges to earnings over the useful lives of the related assets.

Amortization of Goodwill: The excess purchase price of acquisitions of
- ------------------------
businesses over the estimated fair value of assets acquired is being amortized on a straight-line basis over 20 years.

Forward and Option Contracts: The Company selectively enters into forward
- ----------------------------
hedging and option contracts to minimize price fluctuations for a portion of its crude oil and refined products. All realized and unrealized gains and losses on such hedging and option contracts are deferred and recognized in the period when the hedged materials are sold. Cash flows from forward hedging and option contracts are classified as operating activities for purposes of the statements of cash flows.

Non-operating Gains and Losses: Non-operating gains and losses include significant transactions that, in the judgement of management, are not directly related to normal current operations.

Note B--Inventories

Inventories consist of the following:

	December 31 1993	December 31 1992
	(thousands of dollars)	
Crude oil	$ 38,989	$ 40,897
Refined products	60,519	72,915
Total inventories at FIFO (approximates current costs)	99,508	113,812
LIFO allowance	(25,828)	(53,298)
Total crude oil and refined products	73,680	60,514
Merchandise inventory at FIFO (approximates current cost)	7,200	7,509
LIFO allowance	(2,387)	(2,569)
Total merchandise	4,813	4,940
Materials and supplies inventory at FIFO	8,318	8,000
Total Inventory	$ 86,811	$ 73,454

In 1992, inventory quantities were reduced. This reduction resulted in a liquidation of LIFO inventory quantities carried at higher costs prevailing in prior years as compared with the cost of 1992 purchases. As a result of this liquidation in 1992, the net (loss) increased $1,406,000 ($.14 per share).

Note C--Long-Term Debt and Credit Arrangements

Long-term debt consists of the following:

	December 31 1993	December 31 1992
	(thousands of dollars)	
Unsecured 10.42% Senior Notes	$60,000	$60,000
Purchase Money Lien	5,472	
Other obligations	1,201	1,577
	66,673	61,577
Less current portion	1,094	357
Long-Term Debt	$65,579	$61,220

The aggregate maturities of long-term debt through 1998 are as follows (in thousands):
1994 - $1,094; 1995 - $9,694; 1996 - $9,730; 1997 - $9,798; 1998 - $9,849.

The unsecured 10.42% Senior Notes dated January 3, 1991, as amended (Notes) limit the payment of cash dividends on common stocks and require the maintenance of various covenants including minimum working capital, minimum fixed charge coverage ratio, and minimum consolidated tangible net worth, all as defined. The principal will be repaid in seven equal annual installments commencing January 3, 1995. The Notes are repayable, at a premium, in whole or in part at any time at the option of the Company.

As of December 31, 1993, the Company has entered into interest rate swap agreements to effectively convert $17,500,000 of its 10.42% Notes to variable interest rates with maturities ranging from 1996 to 1998. During 1993, the Company terminated certain interest rate swap agreements associated with its 10.42% Notes resulting in deferred gains of $1.9 million at December 31, 1993, which will be recognized as a reduction of interest expense over the remaining swap periods, which range from 1996 to 1997. As a result of its interest rate swap program, the Company's effective interest rate on the Notes for 1993 was reduced from approximately 10.5% to approximately 9.2% per annum. The Company is exposed to credit risk to the extent of nonperformance by the counterparties to the interest rate swap agreements; however, management considers the risk of default to be remote.

Under the terms of the Unsecured Credit Agreement dated May 10, 1993, (Credit Agreement) nine banks have committed a maximum of $125,000,000 to the Company for cash borrowings and letters of credit. There is a limitation of $50,000,000 for cash borrowings under the agreement. The Credit Agreement, which expires May 10,1996, but contains a one year renewal option, allows for interest on outstanding borrowings to be computed under one of three methods based on the Base Rate, the London Interbank Offered Rate, or the Certificates of Deposit Rate (all as defined). The Credit Agreement limits the Company's borrowings outside the Agreement to a maximum of $90,000,000 in unsecured senior notes. The Credit Agreement limits indebtedness (as defined), cash dividends on common stocks and capital expenditures and requires the maintenance of various covenants including, but not limited to, minimum working capital, minimum consolidated tangible net worth, and a borrowing base, all as defined. Under the terms of the Notes and Credit Agreement, at December 31, 1993, the Company was limited to paying additional cash dividends of $9,833,000.

At December 31, 1993, the Company was in compliance with all covenants and provisions of the Notes and Credit Agreement. The Company expects to continue to be in compliance with the covenants imposed by the Notes and Credit Agreement over the next twelve months. Meeting the covenants imposed by the Notes and Credit Agreement is dependent, among other things, upon the level of future earnings and the rate of capital spending.

As of December 31, 1993, the Company had outstanding irrevocable standby letters of credit in the principal amount of $30,709,000 and an outstanding documentary letter of credit in the principal amount of $12,600,000 for normal operations. Unused commitments under the terms of the Credit Agreement totaling $81,691,000 were available for future borrowings (subject to the $50,000,000 limitation described above) and issuance of letters of credit at December 31, 1993. The Company pays an annual commitment fee on the unused portion of the credit line.

Effective December 1, 1993, the Company entered into a Purchase Money Lien (Money Lien) for the financing of certain service station and terminal equipment and office furnishings. The effective rate for the Money Lien is 6.65%. Ninety percent of the principal is repayable in 60 monthly installments and a balloon payment of 10% of the principal is payable in January 1999. The Money Lien is secured by the service station equipment and office furnishings having a cost basis of $5,472,000. The Money Lien allows for a maximum drawdown of $6,500,000 by January 31, 1994 and it is the Company's intention to draw the remaining balance.

The following interest costs were charged to pretax income:

	Year Ended December 31 1993	1992	1991
	(thousands of dollars)		
Total interest costs incurred	$ 7,712	$7,754	$8,190
Less: Capitalized interest	261	928	282
Interest Expense	$ 7,451	$6,826	$7,908

The approximate fair value of the Company's Long-term Debt at December 31, 1993 was $65,929,000, which was estimated using a discounted cash flow analysis, based on the Company's assumed incremental borrowing rates for similar types of borrowing arrangements. The fair value at December 31, 1993 of the Company's interest rate swap agreements is estimated to be $207,000 which was estimated using a discounted cash flow analysis, based on current interest rates.

Note D--Income Taxes

As discussed in Note A of Notes to Consolidated Financial Statements, effective January 1, 1992, the Company adopted Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes" (SFAS 109). The 1991 financial statements have not been restated for the effects of applying SFAS 109.

The $13,403,000 cumulative effect benefit of applying SFAS 109 reduced the net loss for 1992. One of the requirements of SFAS 109 is that deferred taxes be recorded for the tax effects of differences between assigned values and the tax bases of assets acquired in purchase business acquisitions. Previously, under the provisions of Accounting Principles Board Opinion No. 11 "Accounting for Income Taxes", acquired assets were recorded net of such tax effects. The adoption of SFAS 109 in 1992 resulted in total increases in inventory and net property, plant and equipment of $38 million relating to the acquisitions of the Fast Fare and Zippy Mart convenience store chains and La Gloria Oil and Gas Company, with related increases in the liability for deferred income taxes. The write-up of net property, plant and equipment is depreciated over the remaining life of the related assets and such depreciation is offset by a credit to the deferred tax provision. The adoption of SFAS 109 resulted in a decrease of $2,335,000 in the 1993 income before income taxes and cumulative effect of changes in accounting principles and an increase of $2,388,000 in the 1992 loss before income taxes and cumulative effect of changes in accounting principles, respectively, due to increased depreciation expense for the write-up of property, plant and equipment.

Significant components of the Company's deferred tax liabilities and assets are as follows:

	December 31 1993	1992

	(thousands of dollars)	
Deferred tax liabilities:		
Depreciation and amortization	$ (58,095)	$ (59,015)
Difference between book and tax basis of property, plant and equipment	(30,945)	(32,499)
Other	(16,768)	(10,012)
Total deferred tax liabilities	(105,808)	(101,526)
Deferred tax assets:		
Postretirement and pension obligations .	5,596	4,672
Environmental, litigation and other accruals	9,734	6,982
Tax credits, contribution and net operating loss carryover	379	1,893
Construction and inventory cost not currently deductible	1,436	1,344
Other	7,446	5,047
Total deferred tax assets	24,591	19,938
Net deferred tax liabilities	$(81,217)	$(81,588)

No valuation allowance is considered necessary for the above deferred tax assets. The company has tax credit carryforwards of $109,269 which expire in the year 2005.

Significant components of the income tax provision (benefit) for the years ended December 31 follows. With the passage of the Tax Act of 1993, the Company's federal statutory income tax rate increased from 34% to 35% effective January 1, 1993. The effect of the change in statutory rate was to increase the 1993 net (loss) for 1993 by $2,252,000 or $.23 per share.

	Liability Method		Deferred Method
	1993	1992	1991
	(thousands of dollars)		
Current:			
Federal	$ 5,278	$(3,230)	$(4,103)
State	1,779	872	(462)
Total Current	7,057	(2,358)	(4,565)
Deferred:			
Federal	(3,642)	(1,485)	5,278
State	(560)	166	(20)
Total Deferred	(4,202)	(1,319)	5,258
Federal tax rate increase	2,252		
Income Tax Expense (Benefit) . .	$ 5,107	$(3,677)	$ 693

Current state tax provision includes franchise taxes of $1,275,000, $1,300,000 and $1,146,000 for the years 1993, 1992 and 1991, respectively.

The components of the deferred income tax provision for the year ended December 31, 1991 is as follows:

	(thousands of dollars)
Refinery turnaround costs	$ 4,789
Difference between book and tax depreciation and amortization	4,342
Gain on disposal	588
State income taxes	(20)
Litigation and accruals	(66)
Difference between book and tax basis of property disposals	(478)
Effect of tax leases	(1,427)
Unrealized insurance proceeds	(1,540)
Other	(930)
Deferred income tax provision	$ 5,258

The following is a reconciliation of the statutory federal income tax rate to the actual effective income tax rate for the years ended December 31:

	Liability Method	Deferred Method	
	1993	1992	1991
	(thousands of dollars)		
Income tax expense (benefit) calculated at the statutory federal income tax rate	$ 282	$(5,765)	$(1,813)
Amortization of goodwill and purchase adjustments	330	321	1,927
State taxes (net of federal benefit)	798	685	291
Federal tax rate increase	2,252		
Other	1,445	1,082	288
Income Tax Expense (Benefit) . .	$ 5,107	$(3,677)	$ 693

Note E--Capital Stock and Net Income Per Common Share

Class A Common stockholders are entitled to one vote per share and have the right to elect all directors other than those to be elected by other classes of stock. Class B Common stockholders are entitled to one-tenth vote per share and have the right to elect two directors. Net (loss) per share for 1993, 1992 and 1991 is based upon the 9,832,598 common shares outstanding for all years.

Note F--Employee Benefit Obligations

In 1993, the Company merged its two defined benefit pension plans covering the majority of full-time employees into one plan. The Company also has several defined benefit plans covering only certain senior executives. Plan benefits are generally based on years of service and employees' average compensation. The Company's policy is to fund the pension plans in amounts which comply with contribution limits imposed by law. Plan assets consist principally of fixed income securities and stocks.

Net periodic pension costs consisted of the following components:

	Year Ended December 31 1993	1992	1991
	(thousands of dollars)		
Service cost - benefit earned during the year	$ 4,002	$ 3,672	$ 3,221
Interest cost on projected benefit obligations	6,326	5,895	5,595
Actual (return) loss on plan assets	(11,738)	(10,217)	(10,626)
Total amortization and deferral . .	5,324	4,875	6,376
Net periodic pension costs . . .	$ 3,914	$ 4,225	$ 4,566

Assumptions used in the accounting for the defined benefit plans as of December 31 were:

	1993	1992	1991
Weighted average discount rates . .	7.25%	8.25%	8.25%
Rates of increase in compensation levels	4.00%	5.00%	5.00%
Expected long-term rate of return on assets	9.50%	9.50%	9.50%

The following table sets forth the funded status of the plans in which assets exceed accumulated benefits:

	December 31 1993	1992
	(thousands of dollars)	
Actuarial present value of benefit obligations:		
Vested benefit obligation	$68,817	$58,064
Accumulated benefit obligation .	$71,552	$60,226
Projected benefit obligation . .	$86,728	$73,863
Plan assets at fair value	78,573	69,081
Projected benefit obligation (in excess of) plan assets	(8,155)	(4,782)
Unrecognized net loss	9,532	2,872
Prior service (benefit) cost not yet recognized in net periodic pension cost . .	(1,081)	2,132
Unrecognized net (asset) at beginning of year, net of amortization	(2,495)	(2,762)
Net pension liability	$(2,199)	$(2,540)

The following table sets forth the funded status of the plans in which accumulated benefits exceed assets:

	December 31 1993	1992
	(thousands of dollars)	

Actuarial present value of benefit obligations:		
Vested benefit obligation	$ 5,339	$ 4,146
Accumulated benefit obligation .	$ 5,339	$ 4,154
Projected benefit obligation . .	$ 5,376	$ 4,300
Plan assets at fair value	0	0
Projected benefit obligation (in excess of) plan assets	(5,376)	(4,300)
Unrecognized net loss	1,224	335
Prior service (benefit) cost not yet recognized in net periodic pension cost . .	(231)	(248)
Unrecognized net obligation at beginning of year, net of amortization	1,834	2,064
Adjustment required to recognize minimum liability	(2,790)	(2,004)
Net pension liability	$(5,339)	$(4,153)

In addition to the defined benefit pension plan, the Company provides certain health care and life insurance benefits for eligible employees who retire from active service. The postretirement health care plan is contributory, with retiree contributions consisting of copayment of premiums and other cost sharing features such as deductibles and coinsurance. Beginning in 1998, the Company will "cap" the amount of premiums that it will contribute to the medical plans. Should costs exceed this cap, retiree premiums would increase to cover the additional cost. Effective January 1, 1992, the Company adopted Statement of Financial Accounting Standards No. 106 "Accounting for Postretirement Benefits Other Than Pensions" (SFAS 106). SFAS 106 requires the accrual of the expected costs of providing these postretirement benefits during the years that the employee renders the necessary service. Prior year financial statements have not been restated for the effects of applying SFAS 106.

The $5,631,000 cumulative effect charge of adoption of SFAS 106 on prior years (after reduction for the income tax benefit of $3,308,000) is included in the net loss for 1992. The adoption of SFAS 106 resulted in increases in the 1993 and 1992 loss before cumulative effect of changes in accounting principles of $167,000 ($.02 per share) and $300,000 ($.03 per share), respectively, and increases in the 1993 and 1992 net loss of $167,000 ($.02 per share) and $5,931,000 ($.60 per share), respectively.

The following table sets forth the accrued postretirement benefit cost of these plans recognized in the Company's Balance Sheet:

	December 31	
	1993	1992
	(thousands of dollars)	
Accumulated postretirement benefit obligation (APBO):		
Retirees	$5,491	$6,076
Fully eligible active plan participants	1,460	1,419
Other active plan participants .	2,186	1,836
Unrecognized net loss (gain) . .	4	(109)
Unrecognized prior service cost .	353	
Accrued postretirement benefit cost	$9,494	$9,222

The weighted average discount rate used in determining the APBO was 7.25% and 8.5% in 1993 and 1992, respectively.

Net periodic postretirement benefit cost include the following components:

	Year Ended December 31 1993	1992
	(thousands of dollars)	
Service cost	$161	$161
Interest cost on accumulated postretirement benefit obligation	765	756
Net periodic postretirement benefit cost	$926	$917

For 1991, the expense for postretirement benefits, which was recorded on a pay-as-you-go basis and has not been restated, was approximately $631,000. The Company's policy is to fund postretirement costs on a pay-as-you-go basis as in prior years.

A 13% increase in the cost of medical care was assumed for 1993. This medical trend rate is assumed to decrease 1% annually to 9% in 1997, and decrease to 0% thereafter as a result of the expense cap in 1998. The medical trend rate assumption affects the amounts reported. For example, a 1% increase in the medical trend rate would increase the APBO by $674,000, and the net periodic cost by $72,000 for 1993.

In 1993, the Company adopted the provisions of Statement of Financial Accounting Standards No. 112 "Employers' Accounting for Postemployment Benefits" (SFAS 112). SFAS 112 requires the accrual of the expected costs of providing certain benefits after employment, but before retirement, such as health care continuation coverage. The adoption of SFAS 112 did not materially affect the 1993 net loss.

Note G--Litigation and Contingencies

The Company has been named as a defendant in various matters of litigation, some of which are for substantial amounts, and involve alleged personal injury and property damage from prolonged exposure to petroleum, petroleum related products and substances used at its refinery or in the petroleum refining process. The Company is a co-defendant with numerous other defendants in a number of these suits. The Company is vigorously defending these actions, however, the process of resolving these matters could take several years. The liability, if any, associated with these cases was either accrued in accordance with generally accepted accounting principles or was not determinable at December 31, 1993. The Company has consulted with counsel with respect to each such preceding or large claim which is pending or threatened. While litigation can contain a high degree of uncertainty and the risk of an unfavorable outcome, in the opinion of management, there is no reasonable basis to believe that the eventual outcome of any such matter or group of related matters will have a material adverse effect on the Company's consolidated financial position.

The Company's income tax returns for the 1988 and 1989 fiscal years are currently under examination by the Internal Revenue Service. The Company's income tax returns for the 1984 to 1987 fiscal years have been examined by the Internal Revenue Service and a Revenue Agent's Report has been received. The Company has filed a written protest in response to certain proposed adjustments with the Office of Regional Director of Appeals relating to these proposed adjustments. In management's opinion, the ultimate disposition of the Report will not have a material adverse effect on the financial position or results of operations of the Company.

Like other petroleum refiners and marketers, the Company's operations are subject to extensive and rapidly changing federal and state environmental regulations governing air emissions, waste water discharges, and solid and hazardous waste management activities. The Company's policy is to accrue environmental and clean-up related costs of a non-capital nature when it is both probable that a liability has been incurred and the amount can be reasonably estimated. While it is often extremely difficult to reasonably quantify future environmental related expenditures,the Company anticipates that a substantial capital investment will be required over the next several years to comply with existing regulations. The Company had recorded a liability of approximately $16.8 million as of December 31, 1993 relative to the estimated costs of compliance with environmental regulations.

Environmental liabilities are subject to considerable uncertainties which affect the Company's ability to estimate its ultimate cost of remediation efforts. These uncertainties include the exact nature and extent of the contamination at each site, the extent of required cleanup efforts, varying costs of alternative remediation strategies, changes in environmental remediation requirements, the number and financial strength of other potentially responsible parties at multi-party sites, and the identification of new environmental sites. As a result, charges to income for environmental

liabilities could have a material effect on results of operations in a particular quarter or year as assessments and remediation efforts proceed or as new claims arise. However, management is not aware of any matters which would be expected to have a material adverse effect on the Company's consolidated financial position, cash flow or liquidity.

Note H--Noncancellable Lease Commitments

The Company has noncancellable operating lease commitments for refinery equipment, service station and convenience store properties, autos, trucks, an airplane, office and other equipment. Lease terms range from 60 to 96 months for automotive and transportation equipment. Property leases typically have a five-year term with renewal options for additional periods. Certain other leases also carry renewal provisions. The Corporate Headquarters office building lease which commenced in 1993 has a lease term of 10 years. The airplane lease which commenced in 1992 has a lease term of 7 years. The majority of service station properties have a lease term of 20 years. The average lease term of convenience stores is approximately 12 years.

Future minimum rental payments under noncancellable operating lease agreements as of December 31, 1993 are as follows (in thousands):

1994	$10,799
1995	9,835
1996	9,547
1997	8,407
1998	8,062
After 1998	48,644
Total Minimum Rental Payments	$95,294

Rental expense for the years ended December 31, 1993, 1992 and 1991 was $14,620,000, $16,487,000 and $16,438,000, respectively.

Note I--Investments and Deferred Charges

Investments and deferred charges consist of the following:

	December 31 1993	1992
	(thousands of dollars)	
Deferred turnarounds	$15,844	$24,454
Goodwill	10,883	11,859
Investments in subsidiaries . .	6,601	5,976
Long-term notes receivable . . .	2,969	3,136

Intangible pension asset	1,834	2,004
Deferred financing costs	1,121	1,324
Deferred proceeds - tax exchanges	1,067	2,428
Other	2,589	2,435
Investments and Deferred Charges	$42,908	$53,616

Accumulated amortization of goodwill was $5,974,000 and $4,998,000 at December 31, 1993 and 1992, respectively. The fair value of the Company's long-term notes receivable at December 31, 1993 was $2,913,000, which was estimated using a discounted cash flow analysis, based on the assumed interest rates for similar types of arrangements.

Note J--Non-Operating Gains

Non-operating gains in 1991 consist of litigation and insurance settlements. There were no material net non-operating gains or losses which impacted income in 1993 and 1992.

REPORT OF INDEPENDENT AUDITORS

To the Stockholders
Crown Central Petroleum Corporation

We have audited the accompanying consolidated balance sheets of Crown Central Petroleum Corporation and subsidiaries as of December 31, 1993 and 1992, and the related consolidated statements of operations, changes in common stockholders' equity, and cash flows for each of the three years in the period ended December 31, 1993. Our audits also included the financial statement schedules listed in the index at Item 14(a). These financial statements and schedules are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedules based on our audits.

We conducted our audits in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Crown Central Petroleum Corporation and subsidiaries at December 31, 1993 and 1992, and the consolidated results of their operations and their cash flows for each of the three years in the period ended December 31, 1993, in conformity with generally accepted accounting principles. Also, in our opinion, the related financial statement schedules, when considered in relation to the basic financial statements taken as a whole, present fairly in all material respects the information set forth therein.

As discussed in Notes D and F of the consolidated financial statements, effective January 1, 1992, the Company changed its method of accounting for income taxes and postretirement benefits other than pensions.

Ernst & Young

Baltimore, Maryland
February 24, 1994

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UNAUDITED
QUARTERLY RESULTS OF OPERATIONS
Crown Central Petroleum Corporation and Subsidiaries
(thousands of dollars, except per share amounts)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Yearly
1993					
Sales and operating revenues	$413,302	$447,777	$455,691	$430,641	$1,747,411
Gross profit	26,623	33,799	33,977	48,316	142,715
Net (loss) income . . .	(5,720)	(2,266)	(3,256)	6,942	(4,300)
Net (loss) income per share	(.58)	(.23)	(.33)	.70	(.44)
1992					
Sales and operating revenues	$371,886	$458,546	$475,299	$489,528	$1,795,259
Gross profit	23,312	41,877	33,471	36,803	135,463
(Loss) income before cumulative effect of changes in					

accounting principles	(6,570)	2,560	(3,754)	(5,514)	(13,278)
Net income (loss)	1,202	2,560	(3,754)	(5,514)	(5,506)
(Loss) income per share before cumulative effect of changes in accounting principles	(.67)	.26	(.38)	(.56)	(1.35)
Net income (loss) per share	.12	.26	(.38)	(.56)	(.56)

Gross profit is defined as sales and operating revenues less costs and operating expenses (including applicable property and other operating taxes).

Per share amounts are based upon the actual number of common shares outstanding each quarter.

The net (loss) in the fourth quarter of 1992 was unfavorably impacted by $1,406,000 due to reductions in physical inventory (see Note B of Notes to Consolidated Financial Statements on page 19 of this report). Net (loss) in the fourth quarter of 1992 was unfavorably impacted by a pre-tax $1,264,000 write-off of refinery feasibility studies, a pre-tax $1,000,000 reserve for the write-off of excess refinery equipment and a pre-tax $893,000 write-off of abandoned equipment related to the capital modification of the Houston refinery's Fluid Catalytic Cracking Unit.

Item 9. CHANGES IN AND DISAGREEMENTS WITH AUDITORS ON ACCOUNTING AND FINANCIAL DISCLOSURE

The Company has not filed a Form 8-K within the last twenty-four (24) months reporting a change of independent auditors or any disagreement with the independent auditors.

PART III

Item 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Following is a list of Crown Central Petroleum Corporation's executive officers, their ages and their positions and offices as of March 1, 1994:

Henry A. Rosenberg, Jr. (64)
Director since 1955 and Chairman of the Board and Chief Executive Officer since May 1975. Also a director of Signet Banking Corporation and USF&G Corporation.

Charles L. Dunlap (50)
Director and President and Chief Operating Officer since December 1991. Served as a Director and Executive Vice President of Pacific Resources, Inc. from 1985 until employment by the Company.

Edward L. Rosenberg (38)
Senior Vice President - Finance and Administration since December 1991; Vice President - Supply & Transportation from October 1990 to December 1991; Vice President - Corporate Development from August 1989 to October 1990; Assistant to the President from March 1988 to August 1989. Edward L. Rosenberg is the son of Henry A. Rosenberg, Jr., and the brother of Frank B. Rosenberg.

Thomas L. Owsley (53)
Vice President - Legal since April 1983.

John E. Wheeler, Jr. (41)
Vice President - Treasurer and Controller since December 1991; Vice President - Controller from March 1984 to December 1991.

Randall M. Trembly (47)

Vice President - Refining since December 1991; Vice President-Treasurer from October 1987 to December 1991.

Paul J. Ebner (36)
Vice President - Marketing Support Services since December 1991; General Manager - Marketing Support Services from November 1988 to December 1991.

J. Michael Mims (44)
Vice President - Human Resources since June 1992. Vice President - Internal Auditing and Consulting Services from December 1991 to June 1992; Director of Internal Auditing from September 1983 to December 1991.

George R. Sutherland, Jr. (49)
Vice President - Supply and Transportation since July 1992. Senior Vice President - Trading of Pacific Resources, Inc. from 1989 until employment by the Company; Vice President - Crude Oil and Product Supply for Pacific Resources, Inc. from 1986 to 1989.

Frank B. Rosenberg (35)
Vice President - Marketing since January 1993; Southern Marketing Division Manager from January 1992 to January 1993; Vice President - Wholesale Marketing - - La Gloria Oil and Gas Company from October 1990 to January 1992; Manager - Economics, Planning and Scheduling from October 1989 to October 1990; Manager - Refinery Sales from November 1988 to October 1989. Frank B. Rosenberg is the son of Henry A. Rosenberg, Jr. and the brother of Edward L. Rosenberg.

Dolores B. Rawlings (56)
Secretary since November 1990; Assistant to the Chairman and Assistant Secretary from April 1988 to November 1990.

There have been no events under any bankruptcy act, no criminal proceedings and no judgments or injunctions material to the evaluation of the ability and integrity of any Director or Executive Officer during the past five years. The information required in this Item 10 regarding Directors of the Company and all persons nominated or chosen to become directors is hereby incorporated by reference to the definitive Proxy Statement which will be filed with the Commission pursuant to Regulation 14A on or about March 23, 1994.

Item 11. EXECUTIVE COMPENSATION

The information required in this Item 11 regarding executive compensation is hereby incorporated by reference to the definitive Proxy Statement which will be filed with the Commission pursuant to Regulation 14A on or about March 23, 1994.

Item 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information required in this Item 12 regarding security ownership of certain beneficial owners and management is hereby incorporated by reference to the definitive Proxy Statement which will be filed with the Commission pursuant to Regulation 14A on or about March 23, 1994.

Item 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information required in this Item 13 regarding certain relationships and related transactions is hereby incorporated by reference to the definitive Proxy Statement which will be filed with the Commission pursuant to Regulation 14A on or about March 23, 1994.

PART IV

Item 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS

ON FORM 8-K

(a) (1) LIST OF FINANCIAL STATEMENTS

The following Consolidated Financial Statements of Crown Central Petroleum Corporation and subsidiaries, are included in Item 8 on pages 12 through 27 of this report:

- Consolidated Statements of Operations -- Years ended December 31, 1993, 1992 and 1991

- Consolidated Balance Sheets -- December 31, 1993 and 1992

- Consolidated Statements of Changes in Common Stockholders' Equity -- Years ended December 31, 1993, 1992 and 1991

- Consolidated Statements of Cash Flows -- Years ended December 31, 1993, 1992 and 1991

- Notes to Consolidated Financial Statements -- December 31, 1993

(a) (2) LIST OF FINANCIAL STATEMENT SCHEDULES

The following consolidated financial statement schedules of Crown Central Petroleum Corporation and its subsidiaries are included in item 14 (d) on pages 33 through 36 of this report:

- Schedule I - Marketable Securities - Other Investments
- Schedule V - Property, Plant and Equipment
- Schedule VI - Accumulated Depreciation and Amortization of Property, Plant and Equipment
- Schedule X - Supplementary Income Statement Information

All other schedules for which provision is made in the applicable accounting regulation of the Securities and Exchange Commission are not required under the related instructions or are inapplicable, and therefore have been omitted.

(a) (3) and (c) LIST OF EXHIBITS

EXHIBIT
NUMBER

3 Articles of Incorporation and By-Laws

(a) Agreement of Consolidation as amended through August 28, 1988 (Articles of Incorporation) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1992, herein incorporated by reference.

(b) By-Laws of Crown Central Petroleum Corporation as currently in effect to reflect amendment dated February 25, 1988 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1987, herein incorporated by reference.

4 Instruments Defining the Rights of Security Holders, Including Indentures

(a) Credit Agreement dated as of May 10, 1993 between the Registrant and various banks was previously filed with the Registrant's Form 8-K dated May 19, 1993, herein incorporated by reference. Certain portions of the Agreement have been omitted because of their confidential nature, and have been filed separately with the Securities and Exchange Commission marked "Confidential Treatment".

(b) Amendment dated December 20, 1993 to the Credit Agreement dated as of May 10, 1993 is filed with the Securities and Exchange Commission as part of this Annual Report on Form 10-K.

(c) Note Purchase Agreement dated January 3, 1991 between the Registrant and a group of institutional lenders was previously filed with the Registrants Form 8-K dated January 3, 1991, herein incorporated by reference.

(d) Amendment dated as of February 14, 1992 to the Note Purchase Agreement dated January 3, 1991 was previously filed with the Registrants Form 10-K for the year ended December 31, 1991 as Exhibit 19 (c), herein incorporated by reference. Certain portions of the Amendment have been omitted because of their confidential nature, and have been filed separately with the Securities and Exchange Commission marked "Confidential Treatment".

(e) Amendment dated as of November 10, 1992 to the Note Purchase Agreement dated January 3, 1991 was previously filed with the Registrants Form 10-Q for the quarter ended September 30, 1992 as Exhibit 19 (d), herein incorporated by reference.

10 Material Contracts

(a) Crown Central Petroleum Retirement Plan effective as of July 1, 1993, is filed with the Securities and Exchange Commission as part of this Annual Report on Form 10-K.

(b) Supplemental Retirement Income Plan for Senior Executives - As amended through October 27, 1983 and all subsequent amendments through May 30, 1991 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1992 as Exhibit 10 (a) (3), herein incorporated by reference.

(c) Employee Savings Plan (as in effect on April 1, 1984), and all subsequent amendments through December 19, 1991 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1992 as Exhibit 10 (a) (4), herein incorporated by reference.

(d) Directors' Deferred Compensation Plan adopted on August 25, 1983 was previously filed with the Registrant's Form 10-Q for the quarter ended September 30, 1983 as Exhibit 19(b), herein incorporated by reference.

(e) The Long-Term Performance Reward Plan as in effect for the seventh performance cycle (1991/1992/1993) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1990, as Exhibit 19(d), herein incorporated by reference.

(f) The Long-Term Performance Reward Plan as in effect for the eighth performance cycle (1992/1993/1994) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1991, as Exhibit 19(e), herein incorporated by reference.

(g) The Long-Term Performance Reward Plan as in effect for the ninth performance cycle (1993/1994/1995) was previously filed with the Registrant's Form 10-Q for the quarter ended March 31, 1993, as Exhibit 19(a), herein incorporated by reference.

(h) The following documents were previously filed with the Registrant's Form 10-Q for the quarter ended March 31, 1993, as Exhibits 19(b) and (c), herein incorporated by reference:
  (1) Crown Central Petroleum Corporation Annual Incentive Plan as in effect for fiscal 1993.
  (2) La Gloria Oil and Gas Company Annual Incentive Plan as in effect for fiscal 1993.

(i) The Employment Agreement between Charles L. Dunlap, President and Crown

Central Petroleum Corporation, dated October 29, 1991 was previously filed with the Registrant's Form 10-Q for the quarter ended September 30, 1991 as Exhibit 19(a), herein incorporated by reference.

13 Annual Report to Security Holders, Form 10-Q or Quarterly Report to Security Holders
(a) Shareholders' Letter dated February 28, 1994.
(b) Financial Summary, Operating Summary and Key Financial Statistics.
(c) Directors and Officers of the Company.
(d) Corporate Information.

21 Subsidiaries of the Registrant
Exhibit 21 is included on page 37 of this report.

23 Consent of Independent Auditors

24 Power of Attorney
Exhibit 24 is included on page 38 of this report.

99 Form 11-K will be filed under cover of Form 10-KA on or about May 15, 1994.

(b) REPORTS ON FORM 8-K
There were no reports filed on Form 8-K for the three months ended December 31, 1993.

NOTE: Certain exhibits listed on pages 31 and 32 of this report and filed with the Securities and Exchange Commission, have been omitted. Copies of such exhibits may be obtained from the Company upon written request, for a prepaid fee of 25 cents per page.

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Item 14(d)

Crown Central Petroleum Corporation and consolidated subsidiaries
Schedule I - Marketable Securities - Other Investments
December 31, 1993
(thousands of dollars)

Name of Issuer and Title of each issue	Number of shares or units - principal amount of bonds and notes	Cost of each issue	Market value of each issue at balance sheet date	Amount of issue carried on balance sheet(1)
Repurchase Agreements(2)	$30,254	$30,254	$30,254	$30,254
Eurodollar Time Deposits:				
The Yasuda Trust & Banking Co., LTD.	10,000	10,000	10,000	10,000
Commercial Paper:				
John Hancock Capital Corporation	7,498	7,498	7,498	7,498
	$47,752	$47,752	$47,752	$47,752

(1) Cash in excess of daily requirements is invested in marketable securities with maturities of three months or less. Such investments are deemed to be cash equivalents for purposes of the statement of cash flows, and are classified on the balance sheet with cash and cash equivalents of $52,021.

(2) Repurchase Agreements are comprised of securities of the United States Government and its agencies.

Crown Central Petroleum Corporation and consolidated subsidiaries
Schedule V - Property, Plant and Equipment
(thousands of dollars)

Classification A	Balance at beginning of period	Additions at cost	Retire- ments	Other changes- add (deduct) describe	Balance at end of period
Year Ended December 31, 1993					
Land	$ 45,251	$ 1,616	$ 2,411	$ (23) B	$ 44,433
Petroleum refineries:					
Houston	297,643	5,392	780		302,255
Tyler	112,189	14,123			126,312
	409,832	19,515	780		428,567
Marketing facilities:					

Convenience stores	52,147	4,682	6,326	(317)	C,D	50,186
Service stations and other	125,764	12,841	6,639	321	B,D	132,287
	177,911	17,523	12,965	4		182,473
Pipelines and other equipment	19,247	2,206	539	18	D	20,932
	$652,241	$40,860	$16,695	$ (1)		$676,405
Year Ended December 31, 1992						
Land	$ 46,301	$ 1,631	$ 2,681			$ 45,251
Petroleum refineries:						
Houston	275,589	22,947	893			297,643
Tyler	72,743	3,276		$36,170	E,F	112,189
	348,332	26,223	893	36,170		409,832
Marketing facilities:						
Convenience stores	58,642	4,873	13,341	1,973	C,D,E	52,147
Service stations and other	123,657	3,717	2,352	742	D	125,764
	182,299	8,590	15,693	2,715		177,911
Pipelines and other equipment	18,390	1,559	654	(48)	D,E,F	19,247
	$595,322	$38,003	$19,921	$38,837		$652,241
Year Ended December 31, 1991						
Land	$ 36,737	$11,578	$ 2,014			$ 46,301
Petroleum refineries:						
Houston	264,892	24,281	13,218	$ (366)	F	275,589
Tyler	70,795	2,027	79			72,743
	335,687	26,308	13,297	(366)		348,332
Marketing facilities:						
Convenience stores	45,940	14,455	11,018	9,265	D,G	58,642
Service stations and other	114,889	11,346	2,484	(94)	D	123,657
	160,829	25,801	13,502	9,171		182,299
Pipelines and other equipment	17,714	1,095	681	262	D,F	18,390
	$550,967	$64,782	$29,494	$ 9,067		$595,322

A Reference is made to Note A of the Consolidated Financial Statements in the 1993 Annual Report to Stockholders for a description of the accounting policies for property, plant and equipment.

B Includes reclassification between Land' and Marketing facilities'.

C Includes purchase accounting adjustments in connection with the acquisition of Fast Fare and Zippy Mart.

D Includes assets transferred between Marketing facilities' and Pipelines and other equipment', as well as Convenience stores' and Service stations and other'.

E Includes increases related to the step-up in basis of assets due to the adoption of Statement of Financial Accounting Standards No. 109, "Accounting for Income Taxes", as described in Note D of Notes to Consolidated Financial Statements on page 21 of this report.

F Includes reclassification between Petroleum refineries' and Pipelines and other equipment'.

G Includes purchase accounting adjustments of $9,047 in connection with the 1983 acquisition of Fast Fare and Zippy Mart.

Item 14(d)

Crown Central Petroleum Corporation and consolidated subsidiaries
Schedule VI - Accumulated Depreciation and Amortization of Property, Plant and Equipment
(thousands of dollars)

Classification	Balance at beginning of period	Additions charged to costs and expenses	Retire- ments	Other changes- add (deduct) describe		Balance at end of period
Year Ended December 31, 1993						
Petroleum refineries:						
Houston	$150,356	$11,075	$ 768			$160,663
Tyler	14,351	6,444				20,795
	164,707	17,519	768			181,458
Marketing facilities:						
Convenience stores	25,703	3,294	5,096	$ 175	A,B	24,076
Service stations and other	72,120	8,097	6,098	(175)	A	73,944
	97,823	11,391	11,194	0		98,020
Pipelines and other equipment	13,961	1,154	456	5	A	14,664
	$276,491	$30,064	$12,418	$ 5		$294,142
Year Ended December 31, 1992						
Petroleum refineries:						
Houston	$141,751	$ 9,002	$ 397			$150,356
Tyler	8,131	6,186		$ 34	C	14,351
	149,882	15,188	397	34		164,707
Marketing facilities:						
Convenience stores	30,842	3,718	10,594	1,737	A,B	25,703
Service stations and other	65,599	7,742	1,719	498	A	72,120
	96,441	11,460	12,313	2,235		97,823
Pipelines and other equipment	13,344	1,150	490	(43)	A,C	13,961
	$259,667	$27,798	$13,200	$2,226		$276,491
Year Ended December 31, 1991						
Petroleum refineries:						
Houston	$146,697	$ 8,437	$13,193	$ (190)	C	$141,751
Tyler	4,380	3,807	56			8,131
	151,077	12,244	13,249	(190)		149,882
Marketing facilities:						
Convenience stores	27,247	3,561	8,964	8,998	A,D	30,842
Service stations and other	59,876	7,641	2,052	134	A	65,599
	87,123	11,202	11,016	9,132		96,441
Pipelines and other equipment	12,599	1,135	557	167	A,C	13,344
	$250,799	$24,581	$24,822	$9,109		$259,667

======== ======= ======= ====== ========

A Includes assets transferred between Marketing facilities' and Pipelines and other equipment', as well as Convenience stores' and Service stations and other'.
B Includes purchase accounting adjustments in connection with the acquisition of Fast Fare and Zippy Mart.
C Includes reclassification between Petroleum refineries' and Pipelines and other equipment'.
D Includes purchase accounting adjustments of $9,047 in connection with the acquisition of Fast Fare and Zippy Mart.

Item 14(d)

Crown Central Petroleum Corporation and consolidated subsidiaries
Schedule X - Supplementary Income Statement Information
(thousands of dollars)

Item	Charged to Costs and Expenses Year ended December 31 1993	1992	1991
1. Maintenance and repairs	$27,257	$32,322	$33,877
2. Depreciation and amortization (A)	41,873	41,526	33,346

(A) Includes Refinery Maintenance Turnaround Amortization

Note: None of the other items called for on this statement exceed 1% of total sales and operating revenues as reported in the related income statements for any year.

EXHIBIT 21

SUBSIDIARIES

1. Subsidiaries as of December 31, 1993, which are consolidated in the financial statements of the Registrant; each subsidiary is 100% owned and doing business under its own name.

Subsidiary	Nation or State of Incorporation
Continental American Corporation	Delaware

Coronet Security Systems, Inc.	Delaware
Coronet Software, Inc.	Delaware
Crown Central Holding Corporation	Maryland
Crown Central International (U.K.), Limited	United Kingdom
Crown Central Pipe Line Company	Texas
Crown Gold, Inc.	Maryland
Crown Nigeria, Inc.	Maryland
Crown-Rancho Pipe Line Corporation	Texas
Crown Stations, Inc.	Maryland
Crowncen International N.V.	Netherlands Antilles
Fast Fare, Inc.	Delaware
F Z Corporation	Maryland
La Gloria Oil and Gas Company	Delaware
Locot, Inc.	Maryland
McMurrey Pipe Line Company	Texas
The Crown Oil and Gas Company	Maryland

2. Subsidiaries as of December 31, 1993, which are included in the Consolidated Financial Statements of the Registrant on an equity basis; each subsidiary is 100% owned and doing business under its own name.

Subsidiary	Nation or State of Incorporation
Tiara Insurance Company	Vermont
Tongue Brooks (Bermuda, Ltd.)	Bermuda
Tongue, Brooks & Company, Inc.	Maryland
Health Plan Administrators, Inc.	Maryland

EXHIBIT 24

POWER OF ATTORNEY

We, the undersigned officers and directors of Crown Central Petroleum Corporation hereby severally constitute Henry A. Rosenberg, Jr., Charles L. Dunlap, Edward L. Rosenberg, John E. Wheeler, Jr. and Thomas L. Owsley, and each of them singly, our true and lawful attorneys with full power to them and each of them to sign for us in our names and in the capacities indicated below this Report on Form 10-K for the fiscal year ended December 31, 1993 pursuant to the requirements of Section 13 or 15(d) of the Securities and Exchange Act of 1934 and all amendments thereto.

Signature	Title	Date
Henry A. Rosenberg, Jr. Henry A. Rosenberg, Jr.	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	2/24/94
C. L. Dunlap Charles L. Dunlap	Director, President and Chief Operating Officer	2/24/94
Jack Africk Jack Africk	Director	2/24/94
George L. Bunting, Jr. George L. Bunting, Jr.	Director	2/24/94
Michael F. Dacey Michael F. Dacey	Director	2/24/94
Robert M. Freeman	Director	2/24/94

Robert M. Freeman

Thomas M. Gibbons Thomas M. Gibbons	Director	2/24/94
Patricia A. Goldman Patricia A. Goldman	Director	2/28/94
William L. Jews William L. Jews	Director	2/28/94
Malcolm McNair Malcolm McNair	Director	2/24/94
Phillip W. Taff Phillip W. Taff	Director	2/24/94
Bailey A. Thomas Bailey A. Thomas	Director	2/24/94
Edward L. Rosenberg Edward L. Rosenberg	Senior Vice President-Finance and Administration (Principal Financial Officer)	2/24/94
John E. Wheeler, Jr. John E. Wheeler, Jr.	Vice President - Treasurer and Controller (Principal Accounting Officer)	2/24/94

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

CROWN CENTRAL PETROLEUM CORPORATION

By *

Henry A. Rosenberg, Jr.
Chairman of the Board and Chief Executive Officer

By *

Edward L. Rosenberg
Senior Vice President - Finance and Administration

By John E. Wheeler, Jr.

John E. Wheeler, Jr.
Vice President - Treasurer and Controller

Date: March 2, 1994

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below on March 2, 1994 by the following persons on behalf of the registrant and in the capacities indicated:

*	*
- --------------------------------------	----------------------------------
Jack Africk, Director	Patricia A. Goldman, Director
*	*
- --------------------------------------	----------------------------------
George L. Bunting, Jr., Director	William L. Jews, Director
*	*
- --------------------------------------	----------------------------------
Michael F. Dacey, Director	Malcolm McNair, Director
*	*
- --------------------------------------	----------------------------------
Charles L. Dunlap, Director President and Chief Operating Officer	Henry A. Rosenberg, Jr. Director Chairman of the Board and Chief Executive Officer
*	*
- --------------------------------------	----------------------------------
Robert M. Freeman, Director	Phillip W. Taff, Director
*	*
- --------------------------------------	----------------------------------
Thomas M. Gibbons, Director	Bailey A. Thomas, Director
	*By Power of Attorney (John E. Wheeler, Jr.)

EXHIBIT INDEX

EXHIBIT
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3 Articles of Incorporation and By-Laws

(a) Agreement of Consolidation as amended through August 28, 1988 (Articles of Incorporation) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1992, herein incorporated by reference.

(b) By-Laws of Crown Central Petroleum Corporation as currently in effect to reflect amendment dated February 25, 1988 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1987, herein incorporated by reference.

4 Instruments Defining the Rights of Security Holders, Including Indentures

(a) Credit Agreement dated as of May 10, 1993 between the Registrant and various banks was previously filed with the Registrant's Form 8-K dated May 19, 1993, herein incorporated by reference. Certain portions of the Agreement have been omitted because of their confidential nature, and have been filed separately with the Securities and Exchange Commission marked "Confidential Treatment".

(b) Amendment dated December 20, 1993 to the Credit Agreement dated as of May 10, 1993 is filed with the Securities and Exchange Commission as part of this Annual Report on Form 10-K.

(c) Note Purchase Agreement dated January 3, 1991 between the Registrant and a group of institutional lenders was previously filed with the Registrants Form 8-K dated January 3, 1991, herein incorporated by reference.

(d) Amendment dated as of February 14, 1992 to the Note Purchase Agreement dated January 3, 1991 was previously filed with the Registrants Form 10-K for the year ended December 31, 1991 as Exhibit 19 (c), herein incorporated by reference. Certain portions of the Amendment have been omitted because of their confidential nature, and have been filed separately with the Securities and Exchange Commission marked "Confidential Treatment".

(e) Amendment dated as of November 10, 1992 to the Note Purchase Agreement dated January 3, 1991 was previously filed with the Registrants Form 10-Q for the quarter ended September 30, 1992 as Exhibit 19 (d), herein incorporated by reference.

10 Material Contracts

(a) Crown Central Petroleum Retirement Plan effective as of July 1, 1993, is filed with the Securities and Exchange Commission as part of this Annual Report on Form 10-K.

(b) Supplemental Retirement Income Plan for Senior Executives - As amended through October 27, 1983 and all subsequent amendments through May 30, 1991 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1992 as Exhibit 10 (a) (3), herein incorporated by reference.

(c) Employee Savings Plan (as in effect on April 1, 1984), and all subsequent amendments through December 19, 1991 were previously filed with the Registrant's Form 10-K for the year ended December 31, 1992 as Exhibit 10 (a) (4), herein incorporated by reference.

(d) Directors' Deferred Compensation Plan adopted on August 25, 1983 was previously filed with the Registrant's Form 10-Q for the quarter ended September 30, 1983 as Exhibit 19(b), herein incorporated by reference.

(e) The Long-Term Performance Reward Plan as in effect for the seventh performance cycle (1991/1992/1993) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1990, as Exhibit 19(d), herein incorporated by reference.

(f) The Long-Term Performance Reward Plan as in effect for the eighth performance cycle (1992/1993/1994) was previously filed with the Registrant's Form 10-K for the year ended December 31, 1991, as Exhibit 19(e), herein incorporated by reference.

(g) The Long-Term Performance Reward Plan as in effect for the ninth performance cycle (1993/1994/1995) was previously filed with the Registrant's Form 10-Q for the quarter ended March 31, 1993, as Exhibit 19(a), herein incorporated by reference.

(h) The following documents were previously filed with the Registrant's Form 10-Q for the quarter ended March 31, 1993, as Exhibits 19(b) and (c), herein incorporated by reference:
  (1) Crown Central Petroleum Corporation Annual Incentive Plan as in effect for fiscal 1993.
  (2) La Gloria Oil and Gas Company Annual Incentive Plan as in effect for fiscal 1993.

(i) The Employment Agreement between Charles L. Dunlap, President and Crown Central Petroleum Corporation, dated October 29, 1991 was previously filed with the Registrant's Form 10-Q for the quarter ended September 30, 1991 as Exhibit 19(a), herein incorporated by reference.

13 Annual Report to Security Holders, Form 10-Q or Quarterly Report to Security Holders
(a) Shareholders' Letter dated February 28, 1994.
(b) Financial Summary, Operating Summary and Key Financial Statistics.
(c) Directors and Officers of the Company.
(d) Corporate Information.

21 Subsidiaries of the Registrant
Exhibit 21 is included on page 37 of this report.

23 Consent of Independent Auditors

24 Power of Attorney
Exhibit 24 is included on page 38 of this report.

99 Form 11-K will be filed under cover of Form 10-KA on or about May 15, 1994.

(b) REPORTS ON FORM 8-K
There were no reports filed on Form 8-K for the three months ended December 31, 1993.

Exhibit 4 (b)

AMENDMENT NO. 1

AMENDMENT NO. 1 dated as of December 20, 1993 between CROWN CENTRAL PETROLEUM CORPORATION, a corporation duly organized and validly existing under the laws of the State of Maryland (the "Company"); each of the lenders that is a signatory hereto (individually, a "Bank" and, collectively, the "Banks"); and THE CHASE MANHATTAN BANK (NATIONAL ASSOCIATION), a national banking association, as agent and letter of credit agent for the Banks (in such capacity, together with its successors in such capacity, the (Agent").

The Company, the Banks and the Agent are parties to a Credit Agreement dated as of May 10, 1993 (as heretofore modified and supplemented and in effect on the date hereof, the "Credit Agreement"), providing, subject to the terms and conditions thereof, for extensions of credit (by making loans and issuing letters of credit) to be made by said Banks to the Company in an aggregate principal or face amount not exceeding $125,000,000. The Company, the Banks and the Agent wish to amend the Credit Agreement in certain respects and, accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Except as otherwise defined in the Amendment No. 1, terms defined in the Credit Agreement are used herein as defined therein.

Section 2. Amendment. Subject to the satisfaction of the conditions precedent specified in Section 3 below, but effective as of the date hereof, Section 8.10(h) of the Credit Agreement shall be amended by deleting the words "purchase money" therefrom.

Section 3. Conditions Precedent. As provided in Section 2 above, the amendment to the Credit Agreement set forth in said Section 2 shall become effective, as of the date hereof, upon the execution and delivery of this Amendment No. 1 by the Company, the Majority Banks and the Agent.

Section 4. Miscellaneous. Except as herein provided, the Credit Agreement shall remain unchanged and in full force and effect. This Amendment No. 1 may be executed in any number of counterparts, all of which taken together shall constitute one and the same amendatory instrument and any of the parties hereto may execute this Amendment No. 1 by signing any such counterpart. This Amendment No. 1 shall be governed by, and construed in accordance with, the law of the State of New York.

Amendment No. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be duly executed and delivered as of the day and year first above written.

CROWN CENTRAL PETROLEUM CORPORATION

By s/ --- Edward L. Rosenberg

Senior Vice President
Finance and Administration

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION)

By /s/ --- Caryn E. Cosentini

Vice President

THE FIRST NATIONAL BANK OF MARYLAND

By /s/--- Theodore K. Oswald

Vice President

SIGNET BANK/MARYLAND

By /s/ --- Janice E. Godwin

Vice President

FIRST NATIONAL BANK OF BOSTON

By /s/ --- Stefen Breuer

Vice President

TEXAS COMMERCE BANK NATIONAL ASSOCIATION

By /s/ --- Martha Gerwit

Vice President

YASUDA BANK AND TRUST COMPANY (U.S.A.)

By /s/--- Rohn Laudenschlager

First Vice President

BANK OF NOVA SCOTIA

By /s/ --- J. Alan Edwards

Vice President

NATIONSBANK OF TEXAS, N.A.

By /s/ --- Beverly J. Anderson

Vice President

MARYLAND NATIONAL BANK

By /s/ --- Michael Heredia

Vice President

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Agent and Letter of Credit Agent

By /s/ --- Caryn E. Cosentini

Vice President

EXHIBIT 10.a

CROWN CENTRAL PETROLEUM RETIREMENT PLAN

Effective as of
July 1, 1993

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CROWN CENTRAL PETROLEUM
RETIREMENT PLAN

BACKGROUND

Crown Central Petroleum Corporation (the "Company") maintains the Crown Central Petroleum Corporation Pension Plan Trust Agreement (the "Pension Trust"), effective as of January 1, 1950 and as subsequently amended, and the Crown Central Petroleum Corporation Retirement Income Plan (the "Retirement Income Plan"), effective as of May 26, 1982 and as subsequently amended, (the "Prior Plans") for the benefit of its eligible employees.

The Plans provide retirement benefits for eligible employees of Crown and its related companies. The Company is the Plans' administrator with the power to amend the Plans. Signet Bank of Maryland serves as the Plans' trustee. The Company believes it to be in the best interest of participants to merge the Retirement Income Plan into the Pension Trust and to rename the merged plan as the Crown Central Petroleum Retirement Plan, effective as of July 1, 1993. In order to accomplish this purpose, the assets and liabilities of the Retirement Income Plan have been transferred to the renamed Crown Central Petroleum Retirement Plan (the "Plan") on July 1, 1993. The Plan accepts the assets and liabilities of the Retirement Income Plan.

The Plan is intended to meet the requirements of Section 401(a) of the Internal Revenue Code.

SECTION I

DEFINITIONS

Where indicated by initial capital letters, the following terms shall have the following meanings:

1.1 Accrued Benefit:

(a) An annual benefit equal to the amount determined under Section 5.1, based on a Participant's Benefit Service as of the date of computation and the benefit formula in effect on such date. If a Participant terminates employment before his Normal Retirement Date, his Accrued Benefit shall be equal to his Normal Retirement Pension computed as of his date of termination of employment using the actuarial factors in effect at his date of termination of employment, and the Accrued Benefit shall not be affected by any later change in the actuarial factors.

(b) Notwithstanding the foregoing, each Prior Plan Participant's Accrued Benefit under this Plan immediately after the Merger Date shall be equal to his accrued benefit under the applicable Prior Plan immediately before the Merger Date. For any Prior Plan Participant who was a Participant in both Prior Plans, the Participant's Accrued Benefit under this Plan immediately after the Merger Date shall be equal to the sum of his accrued benefit under both Prior Plans. The actuarial factors in the Prior Plans shall be used for purposes of determining the accrued benefit under the Prior Plans.

(c) Each Prior Plan Participant's Accrued Benefit shall be the greater of (i) his Accrued Benefit determined under Section 1.1(a) at the time of the determination or (ii) his Accrued Benefit determined under Section 1.1(b) immediately after the Merger Date and shall include the value of the death benefits payable under Article IX of the Crown Central Petroleum Pension Plan Trust Agreement.

1.2 Actuarial Equivalent: An equivalent value determined on the basis of the 1984 Unisex Pension Mortality Table at 6% interest.

1.3 Beneficiary: The person or entity who is to receive any benefits payable from the Plan on account of a Participant's death. If the Participant is not married, the Beneficiary is the person designated by the Participant to receive such benefits. If the Participant is married, the Beneficiary is automatically the Participant's Spouse and no written designation is required. If the Participant is married, and the Participant wishes to designate a Beneficiary other than his Spouse, the Spouse must consent to the designation of another person who will become the designated Beneficiary to receive benefits under the Plan. If at the time of his death, the Participant has no Spouse or designated Beneficiary, the Beneficiary is the personal representative of the Participant's estate. A Participant may designate a person or entity to be his Beneficiary by filing a properly completed and executed form provided by the Plan Administrator. If a married Participant wishes to designate a Beneficiary other than his Spouse, the Beneficiary designation and spousal consent must be witnessed by a Plan representative or a notary public and the Spouse must (a) consent to the designation in writing and (b) acknowledge the effect of such designation. A Participant's Beneficiary is bound by the terms of the Plan.

1.4 Benefit Accrual Date: The first day of the month coincident with or next following the first date on which a Participant is credited with Benefit Service under the Plan or a Prior Plan.

1.5 Benefit Service: A Participant shall be credited with Benefit Service for each Hour of Service credited to the Participant while an Employee. All Benefit Service will be calculated beginning with the date on which the Employee first completes an Hour of Service for the Employer. A Prior Plan Participant shall be credited with all Benefit Service as of the Merger Date was credited to the Participant under the Prior Plan in which the Participant had the most Benefit Service.

1.6 Code: The Internal Revenue Code of 1986, as amended, or any subsequently enacted Federal revenue law. A reference to a particular section of the Code shall include a reference to any regulations issued under the section and to the corresponding section of any subsequently enacted federal revenue law.

1.7 Company: Crown Central Petroleum Corporation and any successor by merger, purchase, consolidation or otherwise.

1.8 Compensation:

(a) The total compensation paid to an Employee by the Employer during the Plan Year as reported on Internal Revenue Service Form W-2 plus any amount contributed pursuant to a salary reduction agreement and which is not includible in gross income under Code Sections 125 or 402(a)(8), reduced by the following items:

(1) moving expenses paid to the Employee,

(2) union signing bonuses or similar payments

(3) car allowances,

(4) imputed income from life insurance or other welfare benefit plans,

(5) educational assistance payments by the Employer, and

(6) dues paid to country clubs and similar organizations.

(b) The amount of a Participant's annual Compensation that may be taken into account under the Plan shall not exceed $200,000, or an adjusted amount determined pursuant to Code sections 401(a)(17) and 415(d). For purposes of applying the $200,000 limit on Compensation of a Participant who is a "highly compensated employee" (within the meaning of Code section 414(q)), the Participant's "family unit" will be treated as a single Employee with one Compensation, and the $200,000 limit will be allocated among the members of the family unit in proportion to each member's Compensation to the extent required by Code section 401(a)(17). For this purpose, a family unit is the highly compensated employee's Spouse and lineal descendants who have not attained age 19 before the end of the Plan Year.

1.9 Early Retirement Date: The first day of the calendar month coincident with or next following the date on which a Participant has both completed 15 years of Vesting Service and attained age 55.

1.10 Early Retirement Pension: A series of monthly amounts that are payable to a Participant who meets the requirements of Section 5.2.

1.11 Effective Date: The effective date is July 1, 1993 for the Plan.

1.12 Eligibility Computation Period: The Initial Eligibility Computation Period is the 12 consecutive month period beginning with the date on which an Employee first completes an Hour of Service. All subsequent Eligibility Computation Periods

are the Plan Year beginning with the Plan Year which includes the first anniversary of the date on which the Employee first completes an Hour of Service.

1.13 Employee: Any person employed by the Employer. The term "Employee" shall not include leased employees.

1.14 Employer: The Company and any Related Company that adopts the Plan as provided in Section XI.

1.15 ERISA: The Employee Retirement Income Security Act of 1974, as amended from time to time and as construed, interpreted and modified by regulations or rulings.

1.16 Hour of Service: An Employee shall be credited with one Hour of Service for:

(a) Each hour for which he is directly or indirectly paid, or entitled to payment, by the Employer or by a Related Company for the performance of duties during a computation period. These hours shall be credited to the Employee for the computation period in which such duties are performed. Each overtime hour shall be credited as a single hour regardless of any increase in the rate of pay for such hour.

(b) Each hour (up to a maximum of 501 hours during a single continuous period) for which the Employee is paid, or entitled to payment, by the Employer or a Related Company for a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) because of vacation, holiday, illness, incapacity, layoff, jury duty or leave of absence (including disability). These hours shall be credited to the Employee for the computation period in which the duties would have been performed. Hours under this subparagraph shall be calculated and credited pursuant to Section 2530.200b-2(b) of the Department of Labor Regulations, which are incorporated in the Plan by this reference. In addition, to the extent required by Federal law, if an Employee leaves the employ of the Employer or a Related Company to enter the military service of the United States and upon his discharge from service, is reemployed by the Employer or a Related Company at a time when his reemployment rights are protected by Federal law, the Employee shall be considered to have been employed by the Employer or a Related Company during his period of military service and shall be credited with Hours of Service to the extent required by law.

(c) Each hour for which back pay, irrespective of mitigation of damages, has been either awarded or agreed to by the Employer or a Related Company. The same Hours of Service shall not be credited both under subparagraphs (a), (b) or (d), as the case may be, and under this subparagraph (c). These hours shall be credited to the Employee for the computation period to which the award or agreement pertains, rather than to the computation period in which the award, agreement or payment was made.

(d) For purposes of determining whether an Employee has incurred a One-Year Break in Service, each hour (up to a maximum of 501 hours in a single continuous period) for which the Employee is absent because of (i) the pregnancy of the Employee, (ii) the birth of a child of the Employee, (iii) the placement of a child with the Employee in connection with the Employee's adoption of the child, or (iv) the Employee's caring for a child immediately following the birth or placement of that child. These hours shall be credited to the Employee for the computation period in which the absence begins only if the Employee would otherwise incur a One-Year Break in Service in that computation period. In all other cases, these hours shall be credited to the next following computation period.

(e) If the Employer leases employees, Hours of Service with the Employer and Related Companies shall be credited for any leased employee who is to be considered an Employee for purposes of the Plan under Code sections 414(n) and 414(o). In any case for which employment records do not accurately reflect hours worked, Hours of Service shall be credited at the rate of 45 hours per calendar week.

1.17 Merger Date: July 1, 1993.

1.18 Normal Retirement Date: The first day of the calendar month coincident with or next following the later of (a) a Participant's 65th birthday, or (b) the fifth anniversary of the date on which an Employee first completes an Hour of Service.

1.19 Normal Retirement Pension: A series of monthly amounts that are payable to a Participant who meets the requirements of Section 5.1.

1.20 One-Year Break in Service: A Plan Year during which an Employee does not perform more than 500 Hours of Service.

1.21 Participant: An Employee who meets the requirements of Section II.

1.22 Pension: A series of monthly amounts that are payable to a Participant or a Spouse who is entitled to receive benefits hereunder.

1.23 Plan: The "Crown Central Petroleum Retirement Plan", as set forth herein, and as amended from time to time.

1.24 Plan Administrator or Administrator: Crown Central Petroleum Corporation, and any successor by merger, purchase or otherwise.

1.25 Plan Year: The 12 consecutive month period beginning on January 1 and ending on December 31 of each year.

1.26 Prior Plan: Either the Crown Central Petroleum Pension Plan Trust Agreement or the Crown Central Petroleum Corporation Retirement Income Plan, as in effect immediately before July 1, 1993.

1.27 Qualified Joint and Survivor Annuity: An immediate annuity payable to a Participant and his surviving Spouse, as described in Section 6.1(a).

1.28 Qualified Pre-Retirement Survivor Annuity: An annuity payable to a deceased Participant's surviving Spouse for life, as described in Section 5.5.

1.29 Related Company: Any corporation or business organization that is under common control with the Company (as determined under Code section 414(b) or (c)), that is a member of an affiliated service group with the Company (as determined under Code section 414(m)) or that is an entity required to be aggregated with the Company pursuant to Code section 414(o) and the regulations thereunder. For the purpose of applying the limitations set forth in Sections 5.8 and 5.9, Code sections 414(b), 414(c) and 414(m) shall be applied as modified by Code section 415(h).

1.30 Section 415 Compensation: An Employee's total annual compensation received from the Employer and Related Companies during a Plan Year, as defined in the Treasury Regulations issued under Code section 415. Under this definition, "Section 415 Compensation" includes an Employee's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the

Employer and Related Companies (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses). "Section 415 Compensation" does not include:

(a) Contributions made by the Employer or a Related Company to a plan of deferred compensation to the extent that the contributions are not includible in the Employee's gross income for the taxable year in which they are contributed.

(b) Amounts received from the exercise of a non-qualified stock option or from restricted property.

(c) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option.

(d) Other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee).

1.31 Spouse: The person to whom a Participant is legally married for state law purposes. The person who is the Spouse at the earlier of (a) the date of the Participant's death or (b) the Participant's annuity starting date shall be deemed to be the Participant's Spouse under the Plan regardless of future events. A former spouse of a Participant shall be treated as a Spouse to the extent provided in a Qualified Domestic Relations Order, as defined in Section 7.7.

1.32 Trust, Trust Fund, or Fund: The trust implementing the Plan and the Plan assets held in the trust.

1.33 Trust Agreement: The Trust Agreement, as in effect from time to time, between Crown Central Petroleum Corporation and Signet Trust Company, as trustee, or any subsequent trust agreement entered into to facilitate administration of the Trust Fund.

1.34 Trustee: Signet Trust Company and any successor trustee appointed by the Plan Administrator and accepting the trust.

1.35 Vested Pension: A series of monthly amounts that are payable to a Participant who meets the requirements of Section 5.4.

1.36 Vesting Service: A Participant shall be credited with one year of Vesting Service for each Plan Year in which the Participant completes 1,000 Hours of Service. All Vesting Service shall be calculated beginning with the date on which the Employee first completes an Hour of Service for the Employer.

SECTION II

PARTICIPATION

2.1 Eligibility Requirements:

(a) All Employees who were participants in the Prior Plans immediately before the Merger Date shall become Participants in the Plan as of the Merger Date.

(b) Subject to Section 2.4, each Employee who is not a Participant pursuant to subsection (a) and who has attained age 21 will become a Participant on the earlier of the following dates:

(i) the first day of the calendar month coincident with or next following the end of his Initial Eligibility Computation Period if he completes 1,000 or more Hours of Service during that Eligibility Computation Period, or

(ii) the first day of the Plan Year next following the end of the next subsequent Eligibility Computation Period during which he completes 1,000 or more Hours of Service.

(c) An Employee who has completed 1,000 or more Hours of Service in an Eligiblity Computation Period prior to age 21 shall become a Participant on the first day of the calendar month coincident with or next following the attainment of age 21.

(d) An Employee who becomes a Participant shall remain a Participant until he retires, dies, or otherwise terminates employment and all benefits to which he is entitled under the Plan have been distributed to him.

2.2 Reemployment:

(a) If a Participant terminates employment, is reemployed by the Employer, and meets the eligibility requirements of Section 2.1(b), he will requalify as an active Participant as of the first day of the calendar month coincident with or next following the date he again becomes an Employee.

(b) A reemployed Participant who terminated employment before he had a vested interest in his Accrued Benefit shall have his prior Benefit Service disregarded if the Participant had a series of consecutive One-Year Breaks in Service that equals or exceeds the greater of (i) five or (ii) the number of his years of Vesting Service before his termination of employment. In all other cases, a reemployed Employee shall receive credit for Benefit Service for the period before his termination of employment unless all benefits to which he was entitled for the prior Benefit Service under the Plan have been distributed to him.

2.3 Loss of Eligibility with Continued Employment:

(a) If the Plan Administrator determines that a Participant who is continuing in the employ of the Employer has ceased to be an eligible Employee, he shall be credited with no additional Benefit Service. If the Plan Administrator determines that the Participant again meets the requirements of Section 2.1, the Participant shall again be eligible to participate actively as of the first day of the calendar month coincident with or next following the date he again becomes an Eligible Employee, and his Benefit Service shall be the sum of his Benefit Service before his loss of eligibility and his Benefit Service after he again becomes an active Participant. For purposes of vesting only, the Participant's Vesting Service shall include his Vesting Service while not an eligible Employee, to the extent otherwise creditable under the Plan.

(b) An Employee who transfers employment from a Related Company to the Employer shall be eligible to participate in the Plan in accordance with Section 2.1.

SECTION III

CONTRIBUTIONS

3.1 Contributions by the Employer: The Employer shall make contributions in such amounts and at such times as it shall determine, upon the advice of the actuary for the Plan. The Employer's contribution shall be conditioned upon its deductibility under Code section 404 and shall not exceed the amount deductible under Code section 404. Contributions made by the Employer to the Trust Fund shall be used to pay benefits under the Plan or to pay expenses of the Plan and Trust Fund. Forfeitures arising under this Plan because of termination of employment before an Employee becomes eligible for a Pension, or for any other reason, shall be applied to reduce the cost of the Plan and not to increase the benefits otherwise payable to Participants.

3.2 Time of Payment of Contributions: The contributions made by the Employer for any Plan Year may be made in one or more payments at any time, provided that the total amount of the contribution for any Plan Year shall be paid to the Trustee not later than the first to occur of (a) the date by which contributions are required to be made to meet the funding standards of Code section 412, or (b) the date on which the Employer's tax return is required to be filed, including any extensions for filing.

3.3 No Right or Duty of Inquiry: Neither the Trustee, the Plan Administrative Committee, the Plan Administrator nor any Participant shall have any right or duty to inquire into the amount of the Employer's annual contribution or the method used in determining the amount of the Employer's contribution, and the Trustee shall be accountable only for funds actually received by it.

3.4 Non-Reversion: It shall be impossible, at any time before satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the principal or income of the Trust Fund to be used for, or diverted to, purposes other than for the exclusive benefit of such Participants and their Beneficiaries. However, the Employer's contributions under the Plan for any particular Plan Year shall be conditioned upon (i) the Plan initially being a qualified plan under Code section 401(a) for the Plan Year, and (ii) the contribution being deductible under Code section 404. If, after the Employer's contribution has been made, it is determined that a condition described in (i) or (ii) was not satisfied with respect to such contribution, or that all or a portion of such contribution was made under a mistake of fact, then the Trustee shall refund to the Employer within one year of the date the contribution is remitted to the Trustee, if such contribution is made by reason of a mistake of fact, or within one year of the denial of qualification or disallowance of the deduction, the amount of the contribution that was affected by the mistake of fact, or by a condition described in (i) or (ii) not being satisfied, subject to the following rules:

(a) The Trustee shall be under no obligation to make such refund unless a written direction of the refund signed by an authorized representative of the Employer, is submitted to the Trustee.

(b) Earnings attributable to the refundable amount shall not be refunded, but the refundable amount shall be reduced by a proportionate share of any losses of the Trust from the date of crediting by the Trustee to the date of segregation.

(c) The Trustee shall be under no obligation to verify that the refund is allowable or timely and shall be entitled to rely on the Employer's written direction.

3.5 Participant Contributions: The Participants affected by the provisions of this Section 3.5 are those who made contributions to the Pension Trust.

(a) Participant contributions are the total contributions made by a Participant to the Pension Trust before January 1, 1971. Effective January 1, 1971, the Pension Trust no longer accepted Participant contributions.

(b) A Participant's "accumulated contributions" are a Participant's contributions plus interest as described below compounded annually from the end of the Plan Year in which the contributions were made to the determination date. For purposes of this Section, interest shall be credited at the following rates:

(1) For the period before January 1, 1976, the interest rate is 2% per annum;

(2) For the period beginning on and after January 1, 1976 and ending on December 31, 1987, the interest rate is 5% per annum; and

(3) For the period beginning on and after January 1, 1988 and ending on the determination date, interest shall be computed at the rate of 120% of the

Federal mid-term rate (as in effect under Code section 1274 for the first month of a Plan Year).

(c) A Participant's Accrued Benefit derived from his Participant contributions is the amount of his "accumulated contributions" expressed as an annual benefit beginning at the Participant's Normal Retirement Date, with interest that would be used under Section 6.1(d) as of the determination date. A Participant is fully vested in his Accrued Benefit derived from his Participant contributions.

(d) A Participant may request a withdrawal of his Accrued Benefit derived from his Participant Contributions at any time. The Participant shall receive a lump sum payment equal to the Participant's accumulated contributions as soon as practicable after the withdrawal request is processed. The Participant's Accrued Benefit will be reduced by the Participant's Accrued Benefit derived from the Participant's contributions, if any. If the Participant's Accrued Benefit has ever exceeded $3,500, (i) the Participant's Spouse, if any, must consent to the distribution before it may be made and (ii) the distribution must be payable in the form of an immediate annuity pursuant to Section 6.1, unless the Participant elects otherwise with the consent of his Spouse. A Participant's withdrawal of accumulated contributions before Normal or Early Retirement shall result in a forfeiture of the Participant's Employer - derived Accrued Benefit that accrued before September 2, 1974 in the proportion that the amount withdrawn bears to the Participant's total accumulated contributions.

(e) If a Participant dies at a time when (i) he is not receiving a Pension under the Plan, (ii) no survivor benefit is payable on account of his death pursuant to Section 5.5 or Section 6.1, and (iii) the Participant has Participant accumulated contributions remaining in the Plan, then the Participant's accumulated contributions, less any withdrawals pursuant to (d) above, shall be paid to the Participant's Beneficiary in a lump sum payment. Except as may otherwise be provided in the Plan, no other benefits will be payable under the Plan with respect to such a Participant.

SECTION IV

VESTING

4.1 Vesting:

(a) A Participant will become vested in his Accrued Benefit according to the following schedule:

Years of Vesting Service	Vested Percentage
Less than 5 years	0%
5 or more years	100%

(b) Notwithstanding the foregoing, a Participant's Accrued Benefit shall become fully vested on the later of his 65th birthday or the fifth anniversary of the date on which the Participant first completes an Hour of Service, if he is then an Employee.

4.2 Service Rules: If an Employee terminates employment before he has a vested interest in his Accrued Benefit and then is reemployed, his Vesting Service performed before his termination of employment shall be disregarded in applying the vesting schedule to his post-reemployment Accrued Benefit if the Employee has a series of consecutive One-Year Breaks in Service that equals or exceeds the greater of (i) five or (ii) the number of his years of Vesting Service before his termination of employment. In all other cases, if an Employee terminates employment and is reemployed, all of his Vesting Service shall be counted for purposes of applying the vesting schedule to his post-reemployment Accrued Benefit.

SECTION V

ENTITLEMENT TO AND AMOUNT OF RETIREMENT BENEFITS

5.1 Normal Retirement: Except as stated on a Separate Schedule for a particular group of Participants, a Participant shall be eligible to receive a Normal Retirement Pension if his employment terminates on or after his Normal Retirement Date.

(a) The Normal Retirement Pension payable at a Participant's Normal Retirement Date on or after the Merger Date will be an annual benefit, payable in monthly installments for the Participant's lifetime, equal to:

(i) The Participant's Accrued Benefit as of June 30, 1993; plus

(ii) For Benefit Service performed after June 30, 1993, 2.4% of the Participant's Compensation for Benefit Service for the first 20 years after his Benefit Accrual Date, plus, 3% of the Participant's Compensation for Benefit Service more than 20 years after his Benefit Accrual Date. For the Plan Year in which a Participant completes 20 years after his Benefit Accrual Date, a Participant's Compensation shall be pro-rated based on the number of months before and after the anniversary of the Benefit Accrual Date.

The foregoing benefit formula shall only apply to Participants who accrue benefits under the Plan on or after July 1, 1993. The benefit formula set forth in the applicable Prior Plan shall apply to former Participants who ceased accruing benefits before July 1, 1993 and who do not accrue additional benefits under the Plan on or after July 1, 1993.

(b) Except as otherwise provided in Section VI, a Participant's Normal Retirement Pension will be payable in the form of a five-year certain and life annuity with 60 monthly payments guaranteed. The Pension will commence as of the first day of the calendar month coinciding with or next following the Participant's termination of employment.

(c) In no event shall the benefits payable under this Section 5.1 (or determined with reference to Section 5.l) exceed the maximum benefit provided in Sections 5.8 and 5.9.

(d) For purposes of subsection (a) as applied to Former Texas Eastern Employees as defined in Section XIII who accrue benefits under Plan on or after July 1, 1993, Benefit Service shall include service credited for benefit accrual purposes under the Texas Eastern Retirement Plan before October 1, 1989.

5.2 Early Retirement:

(a) A Participant shall be eligible to receive an Early Retirement Pension if his employment terminates on or after his Early Retirement Date and before his Normal Retirement Date.

(b) A Participant's Early Retirement Pension will be equal to his Accrued Benefit as of the date of his actual retirement, actuarially reduced by five percent per year prorated monthly for each month by which his Early Retirement Pension commences before the first of the month coincident with or next following the Participant reaching age 60. An Early Retirement Pension that commences on or after the first of the month coincident with or next following a Participant's 60th birthday will not be actuarially reduced for Early Retirement.

5.3 Vested Pension:

(a) A Participant shall be eligible to receive a Vested Pension if his employment terminates after he has a vested interest in his Accrued Benefit, other than on account of his death or retirement on or after his Early Retirement Date or Normal Retirement Date. The Vested Pension will be equal to the Participant's vested interest in his Accrued Benefit as of the date on which he terminates employment, reduced as required by subsection (b). If a Participant's vested interest in his Accrued Benefit is zero, the vested percentage (0%) shall be deemed to be distributed as of the date of the Participant's termination of employment and the non-vested interest shall be forfeited as of that date.

(b) A Participant's Vested Pension will be payable as of his Normal Retirement Date. However, a Participant may elect to receive a reduced Vested Pension commencing as of his Early Retirement Date in which case his Vested Pension will be payable under Section 5.2(b).

(c) Except as otherwise provided in Section VI, a Vested Pension will be payable in the form provided in Section

5.1(b).

5.4 Minimum Pension:

(a) Notwithstanding the provisions of Sections 5.1, 5.2 or 5.3, the annual Normal Retirement Pension, Early Retirement Pension or Vested Pension of a Participant who begins receiving benefits on or after January 1, 1989 shall be not less than the product of:

(i) $144, times

(ii) one-twelfth of the number of months in which a Participant has Benefit Service from his Benefit Accrual Date to his termination of employment.

(b) An Early Retirement Pension under Section 5.4(a) shall be actuarially reduced by five percent per year prorated monthly for each month by which the Early Retirement Pension commences before the first of the month coincident with or next following the Participant reaching age 60.

5.5 Qualified Pre-Retirement Survivor Annuity:

(a) Except as provided below, if a Participant who has a vested interest in his Accrued Benefit dies with a surviving Spouse before his annuity starting date (defined below), his surviving Spouse shall be eligible to receive a Qualified Pre-Retirement Survivor Annuity. The "annuity starting date" is the first day of the first period for which an amount is payable as an annuity. The Qualified Pre-Retirement Survivor Annuity shall be equal to the survivor annuity that the Spouse would have received under the Qualified Joint and Survivor Annuity as follows:

(i) If the Participant dies before his Early Retirement Date or his Normal Retirement Date, the survivor annuity will be determined as if:

(x) In the case of a Participant who is an Employee at the time of his death, the Participant separated from service on the date of his death;

(y) The Participant survived until the earliest date on which he could have retired under the Plan and then elected to begin receiving retirement benefits under the Qualified Joint and Survivor Annuity form of benefit payments; and

(z) The Participant died immediately after making the election.

(ii) If the Participant dies after his Early Retirement Date or his Normal Retirement Date, then the survivor annuity will be determined as if the Participant had retired on the day before his death, with the Qualified Joint and Survivor Annuity form of benefit payment in effect.

The Qualified Pre-Retirement Survivor Annuity will be based on the Participant's years of Benefit Service and the benefit formula in effect as of the earlier of the Participant's termination of employment or death. Payments to the surviving Spouse shall normally begin on the first day of the month following the earliest date on which the deceased Participant could have retired, or the date of his death, whichever is later. However, the Spouse may elect to postpone commencement until the date that would have been the Participant's Normal Retirement Date (but not later than age 70-1/2).

(b) Notwithstanding the foregoing, a Qualified Pre-Retirement Survivor Annuity shall not be payable if, before the date of his death, the Participant rejected that form of benefit in writing as described in Section 6.2, with his Spouse's written consent, on forms provided by and filed with the Plan Administrator and the rejection has not been revoked. If at the time of the Participant's death, the Qualified Pre-Retirement Survivor Annuity has been rejected and the rejection has not been revoked, then the Qualified Pre-Retirement Survivor Annuity will not be payable upon the Participant's death.

A Participant who has reached his Early Retirement Date but who has rejected a Qualified Pre-Retirement Survivor Annuity with his Spouse's consent may elect that the Actuarial Equivalent of the Qualified Pre-Retirement Survivor Annuity be paid to the surviving Spouse in the form of a joint and 100% survivor annuity based on the lives of the Participant and the surviving Spouse and under the same other terms and conditions as the Qualified Pre-Retirement Survivor Annuity.

(c) If the Qualified Pre-Retirement Survivor Annuity is not rejected, it shall automatically be in effect. When a Participant retires, terminates employment or dies, the amount of his Pension (determined under whichever Section of the Plan shall apply) shall be reduced to take into account the actuarial risk factor for the period of time during which a 100% Survivor Annuity election under Section 5.5(b) was in effect. The actuarial risk factor shall be 3/8% per year. The reduction for the 100% Survivor Annuity election shall be in addition to any other reductions that may apply under the Plan.

(d) In lieu of a Qualified Pre-Retirement Survivor Annuity, a surviving Spouse may elect to receive a single-sum payment that is the Actuarial Equivalent of the Qualified Pre-Retirement Survivor Annuity. The election to receive a single-sum payment must be made by the surviving Spouse within a reasonable time after the death of the Participant and prior to the commencement of any benefit payments. If elected, the single-sum payment shall be made as soon as practicable after the election is made by the surviving Spouse.

5.6 Commencement of Benefits:

(a) Subject to the provisions of Section VI and except as provided below, payment of a Participant's Pension shall commence as of the date specified in the appropriate Section of this Section V.

(b) Each Participant's Pension, if any, must begin to be distributed not later than the April 1 following the calendar year in which the Participant reaches age 70-1/2 (the "Required Beginning Date"), to the extent required by law. As of the Required Beginning Date, a Participant will begin receiving benefits in the form provided under Section 6.1(a) or (b), unless the Participant elects an optional form of benefit under Section 6.1(c) or (d). The form of benefit may not be changed after the Required Beginning Date and the benefit will be actuarially adjusted for later increases in the Accrued Benefit of the Participant. All distributions required under this Section shall be determined and made in accordance with Code section 401(a)(9) and the regulations thereunder, including the minimum distribution incidental benefit requirement of proposed Regulations section 1.401(a)(9)-2.

(c) In addition, unless the Participant elects otherwise subject to Section 6.1(d), his Pension must commence no later than 60 days following the close of the Plan Year in which occurs the latest of:

(i) The date the Participant attains age 65,

(ii) The 10th anniversary of the date on which the Participant first commenced participation in the Plan, or

(iii) The Participant's date of termination of employment.

5.7 No Duplication of Benefits: If a Participant is entitled to receive benefits from another defined benefit pension plan qualified under Code section 401(a) to which the Employer or a Related Company has contributed on his behalf, his Pension under this Plan shall be reduced by the amount of any accrued benefit that he is entitled to receive under such other plan and that is attributable to contributions made by the Employer or by a Related Company to the other plan for any period for which he received credit for his service for benefit accrual purposes under this Plan.

5.8 Benefit Limitations - Single Plan:

(a) Notwithstanding anything in the Plan to the contrary, the annual retirement benefit provided under this Plan and under all other qualified defined benefit plans maintained by the Employer shall not exceed an annual benefit that is equal to the largest of the annual benefit computed under (i), (ii) or (iii), as follows:

(i) An annual benefit equal to the lesser of (x) $90,000 or (y) 100% of the Participant's average annual Section 415 Compensation from the Employer for the three consecutive calendar years that will produce the highest average. The term "annual benefit" means a benefit payable annually in the form of a straight life annuity (with no ancillary benefits) under a plan to which Employees do not contribute and under which no rollover contributions are made. The $90,000 amount referred to in the first sentence of this paragraph shall be adjusted in accordance with regulations prescribed by the Secretary of the Treasury or his delegate. Each such adjustment shall be effective for the Limitation Year (defined below) in which falls the January 1 as of which the cost of living adjustment is effective.

(ii) In the case of a person who was a Participant in a Prior Plan on December 31, 1982, an annual benefit equal to his current Accrued Benefit as

of the close of the Limitation Year ending December 31, 1982, expressed as an annual benefit and determined without regard to changes in the Prior Plan or cost of living adjustments made after July 1, 1982.

(iii) In the case of a person who was a Participant in a Prior Plan on January 1, 1987, an annual benefit equal to his current Accrued Benefit as of the close of the Limitation Year ending December 31, 1986, expressed as an annual benefit and determined without regard to changes in the Prior Plan or cost of living adjustments made after May 5, 1986.

(b) For purposes of this Section and Section 5.9, the "Limitation Year" is the Plan Year and the term "Employer" includes Related Companies.

(c) The limitations in subsection (a)(i) shall not apply where the total projected benefits payable to a Participant under this Plan and all other defined benefit plans maintained by the Employer do not exceed $10,000 and the Participant has not at any time participated in a defined contribution plan maintained by the Employer.

(d) If a Participant has fewer than ten years of participation in the Plan at his date of retirement, the dollar limitation under subsection (a)(i)(x) above shall be the amount determined by multiplying the limitation otherwise applicable by a fraction, the numerator of which is the number of years of participation in the Plan that the Participant has at the date of retirement and the denominator of which is ten. If a Participant has fewer than ten years of service at his date of retirement, the compensation limitation under subsection (a)(i)(y) above and the $10,000 limitation under subsection (c) above shall be the amount determined by multiplying the limitation otherwise applicable by a fraction, the numerator of which is the number of years of service that the Participant has at the date of retirement and the denominator of which is ten. The limitation described in this subsection shall apply only to the extent required by Code section 415.

(e) Only to the extent required by Code section 415(b)(5)(D), the limitations imposed by Code section 415(b)(5)(A) shall be applied separately with respect to each change in the Plan's benefit structure.

(f) For Plan Years beginning on or after January 1, 1987, if a Participant receives a benefit under this Plan that is payable in a form other than a straight life annuity, the determination of whether the benefit limitations described in this Section have been met shall be made after adjusting the benefit so that it is equal to the Actuarial Equivalent of a straight life annuity. For purposes of determining the Actuarial Equivalent of a straight life annuity, the interest rate assumption shall not be less than the greater of 5 percent or the rate set forth in Section 1.2. If a Participant's retirement benefit begins before his Social Security Retirement Age, the $90,000 limitation described in subsection (a)(i)(x) above shall be reduced to equal the Actuarial Equivalent of a $90,000 annual benefit (as adjusted for cost of living adjustments) beginning at Social Security Retirement Age. If a Participant's retirement benefit begins after the Participant reaches Social Security Retirement Age, the $90,000 limitation described in subsection (a)(i)(x) above shall be increased to equal the Actuarial

Equivalent of a $90,000 annual benefit (as adjusted for cost of living adjustments) beginning at Social Security Retirement Age. The adjustments provided for in this subsection shall be made in a manner consistent with the reduction for old-age insurance benefits commencing before the Social Security Retirement Age under the Social Security Act until age 62 is reached. For

purposes of adjusting the age 62 limitation before a Participant attains age 62, the interest rate assumption shall not be less than the greater of 5 percent or the rate set forth in Section 1.2. For purposes of adjusting the limitation after a Participant attains Social Security Retirement Age, the interest rate assumption shall not be greater than the lesser of 5 percent or the rate set forth in Section 1.2.

(g) For an Employee who is a Participant in a Prior Plan on January 1, 1987, if the Accrued Benefit of the Employee as of December 31, 1986 exceeds the limitations of Code section 415(b), as modified by subsections (d) and (e) of this Section, the dollar limitation described in subsection (a)(i) will be the Participant's Accrued Benefit as of December 31, 1986.

5.9 Benefit Limitations - Multiple Plans: If an Employee is a Participant in one or more defined benefit plans and one or more defined contribution plans maintained by the Employer, then the sum of his "defined benefit plan fraction" and his "defined contribution plan fraction" for any Limitation Year as applied to the plans shall not exceed 1.0. The benefits provided under this Plan shall be reduced to the extent necessary to comply with this limitation. For purposes of this Section:

(a) The "defined benefit plan fraction" for any Limitation Year is a fraction, the numerator of which is the Participant's projected annual benefit under this Plan and all other defined benefit plans of the Employer (determined as of the close of the Limitation Year), and the denominator of which is the lesser of:

(i) The product of 1.25 multiplied by the dollar limitation in effect pursuant to Section 5.8(a)(i)(x) (or under Section 5.8(a)(ii) or (iii), if that Section is controlling); or

(ii) The product of 1.4 multiplied by 100% of the Participant's average Section 415 Compensation from the Employer for the three consecutive years that will produce the highest average.

(b) The "defined contribution plan fraction" for any Limitation Year is a fraction, the numerator of which is the sum of the "annual additions" to the Participant's accounts as of the close of the Limitation Year under all defined contribution plans of the Employer and the denominator of which is the sum of the lesser of the following amounts determined for the Limitation Year and for each previous year of service with the Employer:

(i) The product of 1.25 multiplied by the dollar limitation in effect under Code section 415(c)(1)(A); or

(ii) The product of 1.4 multiplied by 25% of the Participant's Section 415 Compensation for the year.

(c) "Annual additions" means the following allocations to a Participant's account in a defined contribution plan:

(i) Employer contributions;

(ii) forfeitures;

(iii) 100% of the Participant's voluntary contributions, if any;

(iv) Amounts allocated, after March 31, 1984, to an individual medical account, as defined in Code section 415(l)(2), which is a part of a pension or annuity plan maintained by the Employer and are treated as annual additions to a defined contribution plan;

(v) Amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a Key Employee, as defined in Code section 416(i)(1), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer.

(d) The denominator of the "defined benefit plan fraction" shall not be less than 125% of the Participant's accrued benefit under all defined benefit plans maintained by the Employer determined as of the last day of the Limitation Year beginning in 1982. If the Participant was a participant in one or more defined contribution plans maintained by the Employer which were in existence on July 1, 1982 and the sum of the "defined benefit plan fraction" and the "defined contribution plan fraction" for the Participant exceeded 1.0 as of the end of Limitation Year beginning in 1982, the Plan Administrator shall make a determination as of the end of that Limitation Year and subtract permanently from the numerator of the defined contribution fraction an amount equal to the product of (i) the excess of the sum of the two fractions over 1.0, times (ii) the denominator of the defined contribution fraction.

(e) As an alternative to the foregoing, in determining the limits of this Section, the Plan Administrator may use any method permissible under Code section 415.

5.10 Suspension of Benefits:

(a) If a Participant continues in the service (as defined in subsection (c)) of the Employer or a Related Company after reaching his Normal Retirement Date, his Pension will not be paid until he actually retires. If a Participant retires or terminates employment and begins receiving a Normal Retirement Pension, Early Retirement Pension or Vested Pension and then returns to the service (as defined in subsection (c)) of the Employer or a Related Company, payment of his Pension will be suspended until he again retires or terminates employment.

(b) Each Participant whose Pension is suspended pursuant to subsection (a) shall be notified of the suspension. The notification shall be made by personal delivery or first class mail during the first calendar month or payroll period in which the Participant's Pension is suspended. The notification shall contain the following information (either expressly or by reference to the Plan's summary plan description):

(i) A description of the specific reasons why Pension payments are being suspended;

(ii) A general description and a copy of the Plan provisions relating to the suspension of Pension payments;

(iii) A statement that applicable Department of Labor Regulations may be found in section 2530.203-3 of the Code of Federal Regulations; and

(iv) A description of the Plan Administrator's procedure for affording a review of the suspension of benefits.

(c) A Participant's Pension may be suspended under subsection (a) only if the Participant completes 40 or more hours of service as defined in section 2530.200b-2 of the Department of Labor Regulations (without regard to hours of service for which

back pay is awarded or agreed to by the Employer or a Related Company) during a calendar month period. Such a Participant will be considered in the "service" of the Employer or a Related Company for purposes of this Section. A Participant who does not complete the requisite hours of service described above shall be considered not to be in the service of the Employer or a Related Company for purposes of this Section. The Pension of such a Participant shall not be suspended as described in this Section.

(d) Payment of a Pension that has been suspended under subsection (a) shall begin no later than the first day of the third calendar month following the calendar month during which the Participant terminates his service (as defined in subsection (c) above) with the Employer or a Related Company. The first payment shall include any benefits that were suspended during the time between the date on which the Participant terminated his service and the date on which his Pension commences.

(e) Following the procedure described in Section 7.6, a Participant may request, and the Plan Administrator shall render, a determination whether specific contemplated employment will result in a suspension of benefits.

(f) The Pension payable at his subsequent retirement to a Participant whose Pension has been suspended pursuant to subsection (a) shall be equal to his Pension determined pursuant to Section 5.1 or 5.2, taking into account his Benefit Service and the benefit formula in effect as of the date he actually retires.

(g) If the Participant received retirement benefits before his reemployment, when he retires again, his benefit shall be actuarially reduced to reflect the amount of the payments before reemployment.

(h) If a Participant terminates employment on or after his Normal Retirement Date and is reemployed by the Employer, upon his subsequent retirement or termination of employment, his Pension shall be his benefit determined pursuant to Section 5.1.

SECTION VI

FORMS OF RETIREMENT BENEFITS

6.1 Forms of Retirement Benefits:

(a) Qualified Joint and Survivor Annuity. Unless a Participant files a written rejection with the Administrator before the end of the election period described in Section 6.2, the form of Pension payable to a Participant whose Spouse is living at the time the Pension becomes payable shall be a Qualified Joint and Survivor Annuity. A Qualified Joint and Survivor Annuity is an annuity payable for the lifetime of the Participant, with a survivor annuity for the lifetime of his surviving Spouse that is equal to 50% of the amount of the annuity that is payable during the joint lifetimes of the Participant and his Spouse. The annuity shall be the Actuarial Equivalent of the Participant's Pension computed under Section V of the Plan. If the Participant's Spouse dies after Pension payments begin but before the Participant dies, the Pension will continue to be paid to the Participant in the same amount that was payable before the death of his Spouse.

(b) <u>Five-Year Certain Annuity.</u> Unless the Participant elects an optional form of payment under subsection (c), the form of Pension payable to a Participant who is unmarried at the time his Pension becomes payable shall be a five-year certain and life annuity with 60 monthly payments guaranteed in an amount equal to the Participant's Pension computed under Section V.

(c) <u>Optional Forms.</u> A Participant who is eligible to receive a Pension may elect not to receive his Pension in the normal form described in subsection (a) or (b) and may elect, instead, to receive his Pension in any form of annuity that provides for payments continuing for the life of the Participant, including one of the following forms:

(i) The Actuarial Equivalent of the Pension may be paid in the form of a single life annuity, payable in equal monthly amounts for the life of the Participant.

(ii) The Actuarial Equivalent of the Pension may be paid in the form of a joint and 100% survivor annuity for the lives of the Participant and his Spouse. Under this form of payment, the Participant will receive reduced payments for his lifetime and, after his death, a survivor annuity will be payable for the lifetime of his Spouse equal to 100% of the amount of the annuity payments that were payable to the Participant. If the Participant's Spouse dies after Pension payments begin but before the Participant dies, the Pension shall continue to be paid to the Participant in the same amount that was payable before the death of his Spouse.

(iii) The Actuarial Equivalent of the Pension may be paid in a five-year or ten-year certain and continuous form. Under this form of payment, the Participant will receive equal monthly installments for his lifetime and, in the event of his death prior to receipt of 60 or 120 payments, whichever is applicable, payments will continue for the balance of such 60 or 120 payments to his Beneficiary.

Any optional form of annuity shall comply with Code section 401(a)(9) and the regulations thereunder, including the minimum distribution incidental benefit requirement of proposed Regulations section 1.401(a)(9)-2.

(d) Cash Outs and Small Pensions. The following rules apply to payments of all Pensions under the Plan:

(i) Except as provided in subsection (d)(ii), if the present value of a Pension payable under the Plan, including Pensions payable to Beneficiaries, is $3,500 or less on the commencement date of the Participant's or Beneficiary's benefit, the Actuarial Equivalent present value shall be paid in a single-sum payment. However, in the case of distributions to Participants and Spouses, if the present value of a benefit has ever exceeded $3,500, the Participant and his Spouse, if any, must consent in writing to the distribution before it may be made. Payment shall be made as soon as practicable following the Participant's last day of service or as soon as practicable after an election is made by a Beneficiary.

(ii) Subsection (d)(i) shall not apply to payment to a Participant of a Normal Retirement Pension or an Early Retirement Pension or to payments to a surviving Beneficiary under a Normal Retirement Pension or an Early Retirement Pension.

(iii) If the Pension of a Participant or Beneficiary would be less than $50 if paid on a monthly basis, the Pension shall be paid in a single annual payment. In the initial year of payment, a payment shall be made in a single sum representing the period from the commencement of payments until the end of that calendar year. Subsequent payments shall be made in January representing the benefit for the next twelve months. In the year of the Participant's or Beneficiary's death, the Plan shall not have a right to recover any portion of the amount paid for that year. This subsection (d)(iii) shall apply to Pensions that become payable on or after August 1, 1993.

(iv) The interest rate used to determine the present value of a Participant's Pension or the Actuarial Equivalent under this Section 6.1(d) shall be determined by using the "applicable interest rate" (as defined below), if the Participant's Pension does not exceed $25,000, and 120% of the "applicable interest rate" if the retirement benefit exceeds $25,000. From July 1, 1993 to June 30, 1994, the "applicable interest rate" is the lesser of (A) the interest rate that would be used by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on Plan terminations as of the first day of the Plan Year in which the distribution occurs or (B) such interest rate as of the date of the distribution. After June 30, 1994, the "applicable interest rate" is the interest rate as of the first day of the Plan Year in which the distribution occurs that would be used by the Pension Benefit Guaranty Corporation for purposes of determining the present value of a lump sum distribution on Plan terminations. The interest rate for purposes of this Section shall be determined in accordance with Code section 411(a)(11).

(e) Payments after Death. The following rules apply to payments after a Participant's death:

(i) If a Participant dies after payments have begun, then his Pension must be paid to his Beneficiary at least as rapidly as under the method of distribution elected by the Participant; and

(ii) If a Participant dies before his Pension has begun to be paid, then, except as provided below, his Pension must be distributed within five years after the Participant's death. If the Participant's Pension is paid in annuity payments to (or for the benefit of) an individual Beneficiary, then the Participant's Pension may be paid over the life of the Beneficiary or over a period not extending beyond the Beneficiary's life expectancy, and the payments must begin not later than one year after the Participant's death (or such other date as may be prescribed by Treasury Department regulations such as provisions postponing payments to surviving Spouses).

(iii) A married Participant may make a written election to permit his surviving Spouse to elect any form of benefit permitted under Section 6.1(c). This election by a surviving Spouse shall only be effective if the Participant dies before beginning to receive benefits. The benefit payable to the Surviving Spouse shall be the Actuarial Equivalent of the survivor portion of the Qualified Pre-retirement Survivor Annuity or the Qualified Joint and Survivor Annuity.

6.2 Elections: Qualified Joint and Survivor Annuity, Qualified Pre-Retirement Survivor Annuity, and Five-Year Certain and Life Annuity: Sections 5.5 and 6.1 provide that the normal form of Pension payable upon the retirement, termination of employment or death of a married Participant will be a Qualified Joint and Survivor Annuity or a Qualified Pre-Retirement Survivor Annuity, unless the Participant rejects that form of payment, with the consent of his Spouse. Section 6.1(b) provides that the normal form of benefits payable upon retirement or termination of employment of an unmarried Participant will be a five-year certain and life annuity, unless the Participant rejects that form of payment. A Participant who rejects the Qualified Joint and Survivor Annuity or the five-year certain and life annuity must elect one of the other forms of payment that are permitted under Section 6.1. In order to reject the Qualified Joint and Survivor Annuity, the Qualified Pre-Retirement Survivor Annuity or the five-year certain and life annuity, the Participant and his Spouse, if any, must execute a written election in the manner and form described below:

(a) Notice to Participants. The Administrator shall provide a written explanation to each Participant of (i) the terms and conditions of the Qualified Joint and Survivor Annuity, single life annuity, or the Qualified Pre-Retirement Survivor Annuity, whichever is applicable, (ii) the Participant's right to make and revoke elections under this Section and the method by which he may do so, (iii) the effect of such an election or rejection on the Participant's retirement benefits, and (iv) the rights of the Participant's Spouse regarding the election. The written explanation of the Qualified Pre-Retirement Survivor Annuity will be provided before the latest of the following periods:

(i) The period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35,

(ii) A reasonable period after the individual becomes a Participant,

(iii) A reasonable period after the provisions of Code section 401(a)(11) apply, or

(iv) A reasonable period after separation from service in the case of a Participant who separates from service before attaining age 35.

The written explanation of the Qualified Joint and Survivor Annuity and five-year certain and life annuity will be provided within a reasonable period of time before the commencement of the election period set forth in paragraph (b)(i).

(b) Election Periods. The election periods shall be established as follows:

(i) The period during which a Participant may elect not to receive the Qualified Joint and Survivor Annuity or five-year certain and life annuity shall be the period beginning 90 days before the date on which his Pension begins to be paid (the "annuity starting date") and ending on the annuity starting date.

(ii) The period during which a Participant may elect not to receive the Qualified Pre-Retirement Survivor Annuity shall be the period beginning on the first day of the Plan Year during which the Participant attains age 35 and ending on the date of the Participant's death. However, if a Participant terminates employment before age 35, his election period shall begin on his termination date.

Each of the elections described in this paragraph (b) may be made or revoked by the Participant with his Spouse's consent at any time during the applicable election period; however, spousal consent to an election shall be irrevocable after it has been given.

(c) Manner of Making Election. The Administrator shall provide suitable forms and shall establish reasonable procedures for the making of elections. In order to be valid, an election or revocation of an election (i) must be signed by the Participant and his Spouse, if any, (ii) must designate a specific alternate Beneficiary or form of benefits that cannot be changed without the Spouse's consent, (iii) must acknowledge the effect of the election or revocation, and (iv) must be notarized or witnessed by the Administrator (or a person authorized by the Administrator). If it is established, to the satisfaction of the Administrator, that the Spouse cannot be located or is otherwise unable to sign, the Spouse's signature shall not be required. Any consent by a Spouse (or establishment that such consent cannot be obtained) under the foregoing provisions shall be effective only with respect to that Spouse. The Administrator may require a married Participant or his Spouse to supply such information as the Administrator deems necessary to verify the Participant's marital status and the identification of the Participant's Spouse. The Beneficiary or form of benefits designated in an election cannot be changed without the consent of the Spouse, unless the Spouse's consent expressly permits the Participant to make other designations.

6.3 Location of Missing Participants: If a Participant who is entitled to a distribution cannot be located and the Plan Administrator has made reasonable efforts to locate the Participant, then the Participant's vested interest shall be forfeited. The Plan Administrator will be deemed to have made reasonable efforts to locate the Participant (or, in the case of a deceased Participant, his Beneficiary) after having made two successive certified or similar mailings to the last address on file with the Plan Administrator. The Participant's Accrued Benefit shall be forfeited as of the last day of the Plan Year in which occurs the close of the 12 consecutive calendar month period following the last of the two successive mailings. If the Participant or his Beneficiary makes a written claim for the

vested interest after it has been forfeited, the Employer shall cause the vested interest to be reinstated.

6.4 Benefits to Minors and Incompetents:

(a) If any person entitled to receive payment under the Plan is a minor, the Plan Administrator may pay the amount in a lump sum directly to the minor, or to a guardian of the minor or to a custodian selected by the Trustee under the appropriate Uniform Transfers to Minors Act.

(b) If a person who is entitled to receive payment under the Plan is physically or mentally incapable of personally receiving and giving a valid receipt for any payment due (unless a previous claim has been made by a duly qualified committee or other legal representative), the payment may be made to the person's Spouse, son, daughter, parent, brother, sister or other person deemed by the Plan Administrator to have incurred expense for the person otherwise entitled to payment.

6.5 Eligible Rollover Distributions:

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrative Committee, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(i) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). Only distributions under Section 6.1(d) of the Plan qualify as eligible rollover distributions.

(ii) Eligible retirement plan: An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) Distributee: A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the Spouse or former Spouse.

(iv) Direct rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

SECTION VII

ADMINISTRATION

7.1 Plan Administrator:

(a) The Plan Administrator shall have the responsibility for administering the Plan and carrying out its provisions. The Plan Administrator may delegate any or all of its duties, powers, and responsibilities with respect to the Plan, to an administrative committee (designated the Plan Administrative Committee), which shall consist of not fewer than three persons and which shall be appointed by the Plan Administrator. Any member of the Plan Administrative Committee may be removed and new members may be appointed by the Plan Administrator at any time.

(b) Any person appointed to be a member of the Plan Administrative Committee shall give his acceptance in writing to the Plan Administrator. Any member of the Plan Administrative Committee may resign by delivering his written resignation to the Plan Administrator, and such resignation shall become effective upon such delivery or upon any date specified therein.

(c) The Plan Administrative Committee may delegate any or all of its duties, powers, and responsibilities to one or more individuals or subcommittees, whose members may or may not be members of the Plan Administrative Committee.

7.2 Responsibilities: The Plan Administrator shall have the responsibility to take all action and to make all decisions necessary or proper to carry out the Plan. The determination of the Plan Administrator as to any question involving the general administration and interpretation of the Plan shall be final, conclusive and binding. Any discretionary actions to be taken under the Plan by the Plan Administrator with respect to the classification of Employees, Participants, Beneficiaries, contributions, or benefits shall be uniform in nature and applicable to all persons similarly situated. Without limiting the generality of the foregoing, the Plan Administrator shall have the following express discretionary powers and duties:

(a) To require any person to furnish such information as it may request for the purpose of the proper administration of the Plan as a condition of receiving any benefits under the Plan;

(b) To make and enforce such rules and regulations and prescribe the use of such forms as it shall deem necessary for the efficient administration of the Plan;

(c) To interpret the Plan, and to resolve any ambiguity, inconsistency or omission;

(d) To decide questions concerning the Plan and the eligibility of any Employee to become a Participant in the Plan, in accordance with the provisions of the Plan;

(e) To decide the amount of benefits that shall be payable to any person in accordance with the provisions of the Plan; and

(f) Subject to the provisions of the Plan and Trust Agreement, to determine the manner in which the funds of the Plan shall be disbursed.

7.3 Delegation of Duties:

(a) The Plan Administrator shall engage an actuary to make valuations of the liabilities under the Plan, to recommend to it the mortality or other tables and the interest rates to be used from time to time in actuarial and other computations for purposes of the Plan, to compute the amounts of contributions to be made by the Employer in order to satisfy the funding policy established for the Plan, and to perform such other services as the Plan Administrator shall deem necessary or advisable in connection with the administration of the Plan. The Plan Administrator may employ counsel and agents and such clerical, medical and accounting services as it may require in carrying out the provisions of the Plan.

(b) To the extent permitted by law, the Plan Administrator and any person to whom it may delegate any duty or power in connection with the Plan and the Employer and its officers and directors shall be entitled to rely conclusively upon, and shall be fully protected in any action taken or suffered by them in good faith in the reliance upon, any actuary, counsel, accountant, other specialist or other person selected by the Plan Administrator, or in reliance upon any tables, valuations, certificates, opinions or reports that shall be furnished by any of them or by the Trustee. To the extent permitted by law, no member of the Plan Administrative Committee or any subcommittee, nor the Employer or its officers and directors, shall be liable for any neglect, omission or wrongdoing of the Trustee or of any other person to whom powers, duties or responsibilities with respect to the Plan have been delegated.

(c) The Plan Administrator may authorize one or more persons to make any payment in its behalf, or to execute or deliver any instrument.

7.4 Expenses: All expenses incurred before termination of the Plan that shall arise in connection with the administration of the Plan, including, but not limited to, the compensation of the Trustee, administrative expenses and other proper charges and disbursements of the Trustee and compensation and other expenses and charges of any actuary, counsel, accountant, specialist or other person who shall be employed by the Plan Administrator in connection with the administration thereof, shall be paid by and charged against the Trust Fund unless paid by the Employer or the

Plan Administrator. Any such payments from the Trust Fund shall be deemed to be for the exclusive benefit of Participants.

7.5 Compensation: Unless otherwise agreed to by the Plan Administrator, the members of the Plan Administrative Committee and any subcommittee shall serve without compensation for services as such, but all reasonable expenses incurred in the performance of their duties shall be paid from the Trust Fund. Unless otherwise determined by the Plan Administrator or required by law, no officer of the Plan Administrator and no member of the Plan Administrative Committee or any subcommittee shall be required to give any bond or other security in any jurisdiction.

7.6 Benefit Claims Procedure:

(a) If any person makes a claim regarding the amount of any distribution or its method of payment, such person shall present the reason for the claim in writing to the Plan Administrator. The Plan Administrator, in its discretion, may request a meeting to clarify any matters that it deems pertinent. A claimant who is denied a claim will, within 90 days of the Plan Administrator's receipt of the claim, be given notice by the Plan Administrator that describes:

(i) The specific reason or reasons for the denial;

(ii) The specific reference to the Plan provisions on which the denial is based;

(iii) A list of additional material or information (if any) that is necessary for the claimant to perfect the claim, with an explanation of why the additional information is needed;

(iv) An explanation of the Plan's claim review procedure; and

(v) An explanation that the claimant may request a review of his claim denial by the Plan Administrator by filing a written request with the Plan Administrator not more than 60 days after receiving written notice of the denial and that the claimant, or his representative, before such review, may review pertinent documents and submit issues and comments in writing.

The 90-day period may be extended to 180 days if special circumstances require such an extension and the claimant is notified of the extension within 90 days of the Plan Administrator's receipt of the claim.

(b) If a review of the initial denial is requested and the claim is again denied, the Plan Administrator shall again give written notice within 60 days of its decision to deny the claim to the claimant setting forth items (i) and (ii) above. However, the 60-day period may be extended to 120 days if special circumstances require such an extension and the claimant is notified of the extension within 60 days of the Plan Administrator's receipt of the request for review. All final interpretations, determinations and decisions of the Plan Administrator with respect to any matter hereunder shall be conclusive and binding upon the Employer, Participants, Employees, and all other persons claiming interest under the Plan, except as otherwise provided by ERISA.

7.7 Domestic Relations Orders.

(a) If the Trustee or Plan Administrator receives an order that purports to require the payment of benefits to a person other than the Participant, the Plan Administrator shall take the following steps:

(i) If the benefits are in pay status, the Plan Administrator shall direct the Trustee to account separately for the amounts that would be payable to the Alternate Payee (defined below) if the order were to be determined to be a Qualified Domestic Relations Order (as defined below);

(ii) The Plan Administrator shall promptly notify the named Participant and any Alternate Payees of the receipt of the domestic relations order and of the Plan Administrator's procedures for determining if the order is a Qualified Domestic Relations Order;

(iii) The Plan Administrator shall determine whether the order is a Qualified Domestic Relations Order under the provision of Code section 414(p); and

(iv) The Plan Administrator shall notify the named Participant and any Alternate Payees of its determination as to whether the order meets the requirements of a Qualified Domestic Relations Order.

(b) If, within 18 months beginning on the date the first payment would be made under the domestic relations order (the "18-Month Period"), the order is determined to be a Qualified Domestic Relations Order, the Plan Administrator shall direct the Trustee to pay the specified amounts to the persons entitled to receive the amounts pursuant to the order.

(c) If, within the 18-Month Period, (i) the order is determined not to be a Qualified Domestic Relations Order, or (ii) the issue as to whether the order is a Qualified Domestic Relations Order has not been resolved, the Plan Administrator shall direct the Trustee to pay the amounts (and any interest thereon) to the Participant or other person who would have been entitled to such amounts if there had been no order.

(d) If an order is determined to be a Qualified Domestic Relations Order after the close of the 18-Month Period, the determination shall be applied prospectively only.

(e) A Qualified Domestic Relations Order may not require any payment to an Alternate Payee before payment would otherwise be made to the Participant under the Plan, except as provided in Code section 414(p)(4) or as provided in subsection (g).

(f) For the purposes of this Section, the following terms shall have the following definitions:

Alternate Payee - Any Spouse, former Spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to all or a portion of the benefits payable under the Plan to the Participant.

Qualified Domestic Relations Order - Any domestic relations order or judgment that meets the requirements set forth in Code section 414(p).

(g) This provision shall apply to orders received after the Merger Date. If the present value of payments payable to an Alternate Payee under a Qualified Domestic Relations Order is $3,500 or less on the date of receipt of the order, the Actuarial Equivalent present value of the payments shall be paid to the Alternate Payee in a single-sum payment. The interest rate used to determine the present value shall be determined as provided in Section 6.1(d)(iv). Payment shall be made as soon as practicable following the determination that the order is a Qualified Domestic Relations Order.

(h) Any order determined to be a Qualified Domestic Relations Order under a Prior Plan shall be honored under this Plan in accordance with the terms of the order.

SECTION VIII

DUTIES AND POWERS OF THE TRUSTEE

8.1 General: The Trustee shall receive, hold, manage, convert, sell, exchange, invest, disburse and otherwise deal with such contributions as may from time to time be made to the Trust Fund and the income and profits therefrom, in the manner and for the uses and purposes of the Plan as provided in the Plan and in the trust agreement described in Section 8.2. If an Investment Manager is appointed, the Investment Manager shall manage all or a portion of the assets of the Trust in accordance with instructions given by the Plan Administrator.

8.2 Trust Agreement: The Plan Administrator has entered into a trust agreement with the Trustee under which the Trustee will receive, invest and administer the Trust Fund. The trust agreement is incorporated by reference as a part of the Plan, and the rights of all persons under the Plan are subject to the terms of the trust agreement. The trust agreement provides for the investment and reinvestment of the Trust Fund, the management of the Trust Fund, the responsibilities and immunities of the Trustee, the resignation or removal of the Trustee and appointment of a successor, the accounting by the Trustee and the disbursement of the Trust Fund.

8.3 Limitation of Liability: The Trustee shall hold in trust and administer the Trust Fund subject to all the terms and conditions of this Plan and of the trust agreement described in Section 8.2. The Trustee shall not be responsible for the administration of the Plan unless employed by the Plan Administrator to serve in such capacity. The Trustee's responsibility shall be limited to holding, investing and reinvesting the assets of the Trust Fund from time to time in its possession or under its control as Trustee and to disbursing funds as shall be directed by the Plan Administrator. The Trustee shall not be responsible for the correctness of any payment or disbursement or action if made in accordance with the instructions of the Plan Administrator. If an Investment Manager is appointed, the Trustee's liability and responsibility with regard to holding, investing and reinvesting the assets shall be limited as provided in the trust agreement.

8.4 Power of Trustee to Carry Out the Plan: If, at any time, the Employer, the Plan Administrative Committee or the Plan Administrator shall be incapable, for any reason, of giving directions, instructions or authorizations to the Trustee, as herein provided, the Trustee may act, without such directions, instructions or authorizations, as it, in its discretion, shall deem appropriate and advisable under the circumstances for carrying out the provisions of the Plan.

SECTION IX

SPECIAL PROVISION TO PREVENT DISCRIMINATION

9.1 General: This Section shall apply to Plan Years beginning before January 1, 1994. A Participant shall be subject to the limitations of this Section if his anticipated annual Pension under the Plan exceeds $1,500 and if he is or was among the 25 highest paid Employees of the Employer or a Related Company as of the later of the Effective Date of the adoption of the Plan by the Employer, or the date of any amendment that substantially increased Pension benefits payable under the Plan (referred to as a "substantive amendment date") for such a Participant. The limitations set forth in this Section shall become applicable if:

(a) The Plan is terminated within ten years after the Effective Date of the Employer's adoption of the Plan or, if applicable, within ten years after a substantive amendment date (referred to as a "Limitation Period");

(b) The Pension of such a Participant becomes payable within an applicable Limitation Period; or

(c) The Pension of such a Participant becomes payable after the Limitation Period, and the full current costs of the Plan (as defined in Regulations section 1.404(a)-6) for the Limitation Period have not been funded.

If subparagraph (b) is applicable, the restrictions shall remain in effect until the expiration of the Limitation Period, and then shall cease to apply if the full current costs have been funded at such time. If subparagraph (b) or (c) is applicable, and the full current costs are not funded at the end of the Limitation Period, the restrictions shall continue to apply until the full current costs are funded for the first time.

9.2 Restrictions: Except as provided in Section 9.4, if a

Participant is subject to the provisions of Section 9.1, the Pension payable to him from Employer contributions shall not exceed the Pension that can be provided from the greater of (a) or (b), as follows:

(a) An amount equal to the greatest of the following:

(i) Employer contributions (or funds attributable to Employer contributions) that would have been applied to provide benefits for the Participant if the Plan had not been amended on the applicable substantive amendment date and had continued without change;

(ii) $20,000; or

(iii) The sum of (x) the Employer contributions (or funds attributable to Employer contributions) that would have been applied to provide the Participant's Accrued Benefit under the Plan as in effect on the day before the applicable substantive amendment date, and (y) an amount computed by multiplying the number of years for which the current costs of the Plan have been met after either--

(A) the effective date of the Employer's adoption of the Plan, or

(B) the applicable substantive amendment date,

by 20% of the first $50,000 of the Participant's average annual compensation during his last five years of employment; or

(b) A dollar amount that is equal to the present value of the benefit guaranteed under ERISA section 4022 for the Participant, or, if the Plan has not terminated, a dollar amount that is equal to the present value of the benefit that would be guaranteed if the Plan terminated on the date the benefit commences, determined in accordance with regulations of the Pension Benefit Guaranty Corporation.

9.3 Restrictions on Benefits to Highly Compensated Employees:

(a) This Section shall apply to Plan Years beginning on or after January 1, 1994. In the event of termination of the Plan, the Pension payable to any highly compensated employee (as defined in Code section 414(q)) or highly compensated former employee (as defined in Code section 414(q)(9)) shall be limited to a Pension that is nondiscriminatory under Code section 401(a)(4) and the regulations thereunder.

(b) Notwithstanding any other provision of the Plan to the contrary, the annual payments to a Participant in the Restricted Group (as defined below) shall not exceed an amount equal in each year to the payments that would be made to the Participant under (i) a straight life annuity that is the Actuarial Equivalent of the Accrued Benefit and other benefits (as defined in Regulations section 1.401(a)(4)-5(b)(3)(iii)) that the Participant is entitled to under the Plan (other than a social security supplement), and (ii) the amount of any social security supplement payable to the Participant under the Plan.

(c) Subsection (b) shall not apply if any of the following requirements are satisfied:

(i) After payment to the Participant of all benefits under the Plan, the value of Plan assets equals or exceeds 110% of the value of current liabilities, as defined in Code section 412(l)(7);

(ii) The value of the benefits payable to the Participant is less than 1% of the value of the Plan's current liabilities before the payment; or

(iii) The value of the benefits payable to the Participant does not exceed the amount described in Code section 411(a)(11)(A).

(d) For purposes of this Section, the term "Restricted Group" shall mean the group of highly compensated employees (as defined in Code section 414(q) and highly compensated former employees (as defined in Code section 414(q)(9)). If there are more than 25 individuals in this group, the Restricted Group shall be limited to the 25 individuals with the greatest Earnings in the current or any prior year.

9.4 Restrictions for a Substantial Owner: If a Participant is a "Substantial Owner" (as described in ERISA section 4022(b)(5)) and is subject to the provisions of Section 9.1 or Section 9.3, the Pension payable to him from Employer contributions shall not exceed a Pension that can be provided from the greater of (a) or (b), as follows:

(a) The amount that is determined under Section 9.2(a) or Section 9.3 above, whichever is applicable; or

(b) A dollar amount that is equal to the present value of the maximum benefit described in ERISA section 4022(b)(3),

determined without regard to any other limitations under ERISA section 4022. The amount under this subsection shall be determined as of the earlier of (i) the date the Plan terminates, or (ii) the date as of which benefit payments commence, and in accordance with regulations issued by the Pension Benefit Guaranty Corporation.

9.5 Exceptions: The limitation in Section 9.4 may be exceeded for the purpose of making current benefit payments to Participants who would otherwise be subject to such restrictions, provided that:

(a) The contributions which may be used for any such Participant in accordance with the restrictions of this Section are applied to provide either a level amount of Pension in the normal form of benefit provided for under the Plan for the Participant, or a level amount of Pension in an optional form of benefit;

(b) The Pension so provided is supplemented by monthly payments to the extent necessary to provide the full Pension in the normal form provided for by the Plan; and

(c) The supplemental payments are made only if the full current costs of the Plan have been met or if the aggregate of the supplemental payments for all such retired Participants does not exceed the aggregate of the Employer contributions already made under the Plan in the current year.

9.6 Automatic Repeal: The limitations in Section 9.1 shall automatically become inoperative and of no effect at the end of the time period determined under Section 9.1, or if sooner, upon a ruling by the Internal Revenue Service that such provisions are not required.

SECTION X

AMENDMENT AND TERMINATION

10.1 Amendment: This Plan shall be irrevocable and binding as to all contributions made by the Employer to the Trust, but this Plan may be amended from time to time by the Company. No amendment shall be made to the Plan that (a) would prevent the allowance as a deduction for Federal income tax purposes, and particularly under Code section 404, of any contribution made by the Employer to the Trust, (b) would take the Plan and Trust out of the scope of Code sections 401, 402 and 501(a), (c) would increase the duties of the Trustee without its consent, or (d) would eliminate an optional form of benefit in violation of Code section 411(d)(6). No part of the Trust Fund shall be diverted to or used for any purpose other than for the exclusive benefit of Participants and Beneficiaries under the Plan, except as provided in Sections 3.4 or 10.7.

10.2 Right to Terminate: The Company may, by resolution of its Board of Directors, at any time terminate the Plan. In the event that the Company shall cease to exist, the Plan shall be terminated, unless a successor organization adopts the Plan and thereby continues participation.

10.3 Merger: In the event of merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall be entitled to a benefit under such other plan immediately after the merger, consolidation, or transfer that is equal to or greater than his Accrued Benefit determined under this Plan immediately before the merger, consolidation or transfer.

10.4 Liquidation of Trust Fund:

(a) Upon termination or partial termination of the Plan, each affected Participant's Accrued Benefit shall become fully vested and nonforfeitable; provided, however, that a Participant shall not have any recourse towards satisfaction of his nonforfeitable benefits from other than the Plan assets or the Pension Benefit Guaranty Corporation.

(b) The assets of the Trust Fund shall be liquidated by first making provision for the expenses of liquidation and second, by making payment or provision for the payment of benefits as described in Section 10.5.

(c) In the event of a termination or partial termination of the Plan, the notice and other requirements of ERISA shall apply.

10.5 Allocation of Trust Assets Upon Plan Termination: The assets of the Trust Fund available for the payment of benefits as determined in Section 10.4 shall be allocated in accordance with ERISA Section 4044, to the extent the assets are available to provide benefits to Participants and their Beneficiaries.

10.6 Manner of Distribution: Any distribution after termination of the Plan shall be made in the form and manner provided under the Plan.

10.7 Residual Amounts: Upon termination of the Plan and notwithstanding any other provision of the Plan, the Employer may receive such amount, if any, as may be attributable to its contributions and as may remain after the satisfaction of all liabilities of the Plan to Participants.

SECTION XI

ADOPTION OF THE PLAN BY RELATED COMPANIES

11.1 Adoption of the Plan: A Related Company may become an Employer with the approval of the Plan Administrator by adopting the Plan for its Employees. A Related Company that becomes a party to the Plan shall promptly deliver to the Trustee a certified copy of the resolutions or other documents evidencing its adoption of the Plan. Notwithstanding anything in the Plan to the contrary, a Related Company adopting the Plan may determine whether and to what extent periods of employment with the Related Company before the Related Company adopted the Plan shall be included as service under the Plan.

11.2 Withdrawal: A Related Company may withdraw from the Plan at any time by giving advance notice in writing of its intention to withdraw to the Plan Administrator. Upon the receipt of notice of any such withdrawal, the Plan Administrator shall certify to the Trustee the equitable share of the withdrawing Related Company in the Trust Fund, and the Trustee shall thereupon set aside from the Trust Fund such securities and other property as it shall, in its sole discretion, deem to be equal in value to the Related Company's equitable share. If the Plan is to be terminated with respect to the Related Company, the amount set aside shall be administered according to Section 10.4. If the Plan is not to be terminated with respect to the Related Company, the Trustee shall turn over the Related Company's equitable share to a trustee designated by the Related Company, and the securities and other property shall thereafter be held and invested as a separate trust of the Related Company and shall be used and applied according to the terms of a new trust agreement between the Related Company and the trustee so designated. Neither the segregation of the Trust Fund assets upon the withdrawal of a Related Company, nor the execution of a new trust agreement shall operate to permit any part of the corpus or income of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of Participants and Beneficiaries.

11.3 Sale of Employer or Business Unit: If the stock or assets of an Employer or a subsidiary or a business unit of an Employer are sold, the Accrued Benefits of Plan Participants who are Employees of the affected Employer, subsidiary or business unit may be transferred to a tax-qualified retirement plan of the purchaser. If such a transfer is made, an amount equal to the present value of the Accrued Benefits of the affected Plan Participants shall be transferred to a tax-qualified retirement plan of the purchaser, and the affected Plan Participants shall no longer be entitled to any benefits under this Plan. The transfer of assets shall be in full satisfaction of this Plan's obligation to provide benefits to the affected Participants and their Beneficiaries.

SECTION XII

TOP HEAVY

12.1 Top Heavy: If the Plan is Top Heavy for any Plan Year, then the provisions of this Section shall apply, notwithstanding anything in the Plan to the contrary. The Plan Administrator will determine whether the Plan is Top Heavy. The determination of Top Heavy status shall be made as follows:

(a) The Plan and any other plan maintained by the Employer will be Top Heavy if the sum of the present value of the Accrued Benefits and the account balances of Key Employees exceeds 60% of the sum of the present value of the Accrued Benefits and the account balances of all Employees, former Employees (except for former Employees who perform no services for the Employer for the five-year period ending on the determination date) and Beneficiaries in the plans. The determination whether this Plan is Top Heavy for a Plan Year shall be made as of the last day of the immediately preceding Plan Year, or in the case of the first Plan Year, the last day of such year. The determination shall be made in accordance with Code section 416(g). If the Employer and Related Companies maintain more than one plan qualified under Code section 401(a), then (i) each such plan in which a Key Employee is a participant, and (ii) each such plan that must be taken into account in order for a plan described in the preceding clause to meet the requirements of Code section 401(a)(4) or 410 shall be aggregated with this Plan to determine whether the plans, as a group, are Top Heavy. For purposes of the preceding sentence, a Plan includes a terminated plan which was maintained by the Employer within the last five years ending on the determination date and would otherwise be required to be aggregated with this Plan. The Employer and Related Companies may, in their discretion, aggregate any other qualified plans with this Plan to the extent that such aggregation is permitted by Code section 416(g). The Plan Administrator shall determine whether this Plan is Top Heavy.

(b) A Key Employee is an Employee, former Employee, or Beneficiary who, at any time during the Plan Year or during any of the four preceding Plan Years, is or was (i) an officer of the Employer or a Related Company whose annual Section 415 Compensation from the Employer and Related Companies exceeds 50% of the amount in effect under Code section 415(b)(1)(A) for the Plan Year, (ii) one of the ten Employees who own (or are considered as owning, within the meaning of Code section 318) at least 0.5% and the largest interests in the Employer or a Related Company and whose annual Section 415 Compensation from the Employer and Related Companies exceeds $30,000 (or the amount in effect under Code section 415(c)(1)(A) for the Plan Year), (iii) a 5% Owner, or (iv) a 1% owner of the Employer or a Related Company whose annual Section 415 Compensation exceeds $150,000. "Key Employee" shall also include the Beneficiary of a deceased Key Employee, as described above. The determination of Key Employee status shall be made in accordance with Code section 416(i), and the number of persons who are considered Key Employees shall be limited as provided under that Section. A "non-Key Employee" is an Employee or former Employee who is not a Key Employee.

12.2 Minimum Accrued Benefit: If the Plan is Top Heavy, a minimum Accrued Benefit will be provided for each Participant who is not a Key Employee and whose employment is not covered by a collective bargaining agreement under which retirement benefits are the subject of good faith bargaining. The minimum Accrued Benefit for each Participant will be at least equal to an annual benefit for the Participant's lifetime, commencing at his Normal Retirement Date, equal to the lesser of (a) 2% of the Participant's average Section 415 Compensation for the five consecutive Plan Years in which the Participant has the highest

aggregate Section 415 Compensation, multiplied by the Participant's years of Benefit Service described below, or (b) 20% of the Participant's average Section 415 Compensation for the five consecutive Plan Years in which the Participant has the highest aggregate Section 415 Compensation. For purposes of this Section, years of Benefit Service shall mean Plan Years during which the Participant performs at least 1,000 Hours of Service; provided that years of Benefit Service shall not include years of Benefit Service in which ends a Plan Year for which this Plan is not Top Heavy. For purposes of determining Section 415 Compensation, compensation earned in Plan Years after the close of the last Plan Year in which the Plan is Top Heavy shall be disregarded and, unless the Administrator directs otherwise, compensation earned in Plan Years beginning before January 1, 1984 shall be disregarded.

12.3 Vesting of Accrued Benefits: If the Plan is Top Heavy, with respect to Participants whose employment is not covered by a collective bargaining agreement under which retirement benefits are the subject of good faith bargaining, the following vesting schedule shall be substituted for the vesting schedule described in Section 4.1:

Years of Vesting Service	Vested Percentage
Less than 2 years	0%
2 years	20%
3 years	40%
4 years	60%
5 years or more	100%

This change in the vesting schedule shall apply to those Participants who perform an Hour of Service on or after the first day of the first Plan Year in which the Plan is Top Heavy. If the Plan becomes Top Heavy and then ceases to be Top Heavy, all Participants who have then completed at least three years of Vesting Service (whether or not consecutive) shall be given the option of having the nonforfeitable percentage of their Accrued Benefit computed under the Top Heavy vesting schedule, and the vesting of Section 4.1 shall apply to all other Participants. However, no Participant's vested interest in his Accrued Benefit may be reduced as a result of the change in vesting.

12.4 Benefit and Contribution Limitations: For any Plan Year in which the Plan is Top Heavy, the 1.25 amount described in Section 5.9 of this Plan shall be changed to 1.0 unless:

(a) The sum of the present value of accrued benefits and account balances of Key Employees under all plans aggregated pursuant to Section 12.1 does not exceed 90% of the sum of the total present value of accrued benefits and account balances of all Employees, former Employees and Beneficiaries in the plans; and

(b) The minimum benefit described in Section 12.2 is increased to the amount required by Code section 416(h).

SECTION XIII

PROVISIONS RELATING TO FORMER PARTICIPANTS
OF THE TEXAS EASTERN RETIREMENT PLAN

The following provisions are applicable to Participants in the Plan who were formerly participants in the Texas Eastern Retirement Plan (the "TER Plan"). These participants are referred as "Former Texas Eastern Employees."

13.1 Accrued Benefit: Section 1.1 of the Plan is modified to provide that a Participant's Accrued Benefit is equal to the greater of (a) the Participant's Accrued Benefit determined under the Plan or (b) the Participant's accrued benefit determined as of September 30, 1989 under the terms of the TER Plan then in effect (the "TER Plan Benefit").

13.2 Benefit Service: Section 1.4 of the Plan is modified

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to provide that a Participant's Benefit Service includes his service credited for benefit accrual purposes under the TER Plan before October 1, 1989 under the terms of the TER Plan then in effect.

13.3 Vesting Service: Section 1.37 of the Plan is modified to provide that a Participant's Vesting Service includes his service credited for purposes of vesting under the TER Plan before October 1, 1989 under the terms of the TER Plan then in effect.

13.4 Early Retirement:

(a) Section 1.9 of the Plan is modified to provide that a Participant's Early Retirement Date with respect to his TER Plan Benefit is as defined in the TER Plan then in effect.

(b) Section 5.2 is modified by adding the following subsection (c):

"(c) In lieu of a Early Retirement Pension provided in Section 5.2(a) and (b), a Participant who has a TER Plan Benefit shall receive an Early Retirement Pension equal to the sum of

(1) The Participant's TER Plan Benefit, plus

(2) The excess, if any, of the Participant's Early Retirement Pension determined under Section 5.2(b) over the Participant's TER Plan Benefit.

For purposes of Section 5.2(c)(2), the TER Plan Benefit shall be valued using the actuarial factors under the TER Plan and the Early Retirement Pension under Section 5.2(b) shall be valued using the actuarial factors in this Plan. The valuation shall be made on the basis of a five-year certain and life annuity. The Participant's TER Plan Benefit shall be payable in such form as the Participant shall elect in accordance with the provisions of the TER Plan as in effect on September 30, 1989 and the excess, if any, of the Participant's Early Retirement Pension under Section 5.2(c)(2) shall be payable in accordance with the provisions of this Plan."

13.5 Normal Retirement:

(a) Section 5.1 is modified by adding the following subsection (d):

"(d) In lieu of a Normal Retirement Pension under Section 5.1(a) and (b), a Participant who has a TER Plan Benefit shall receive a Normal Retirement Pension equal to the sum of

(1) The Participant's TER Plan Benefit, plus

(2) The excess, if any, of the Participant's Normal Retirement Pension determined under Section 5.1(a) over the Participant's TER Plan Benefit.

For purposes of Section 5.1(d)(2), the TER Plan Benefit shall be valued using the actuarial factors under the TER Plan and the Normal Retirement Pension under Section 5.1(a) shall be valued using the actuarial factors in this Plan. The valuation shall be made on the basis of a five-year certain and life annuity. The Participant's TER Plan Benefit shall be payable in such form as the Participant shall elect in accordance with the provisions of the TER Plan as in effect on September 30, 1989 and the excess, if any, of the Participant's Normal Retirement Pension under Section 5.1(d)(2) shall be payable in accordance with the provisions of this Plan."

13.6 Vested Retirement:

(a) Section 5.4(b) is modified to provide that a Participant's Early Retirement Date and Normal Retirement Date with respect to TER Plan Benefit is as defined in the TER Plan then in effect.

(b) Section 5.4 is modified by adding the following subsection (d):

"(d) In lieu of a Vested Pension under Section 5.4(a) and (b), a Participant who has a TER Plan Benefit shall receive a Vested Pension equal to the sum of

(1) The Participant's TER Plan Benefit, plus

(2) The excess, if any, of the Participant's Vested Pension determined under Section 5.4(a) over the Participant's TER Plan Benefit.

For purposes of Section 5.4(d)(2), the TER Plan Benefit shall be valued using the actuarial factors under the TER Plan and the Vested Pension under Section 5.4(a) shall be valued using the actuarial factors in this Plan. The valuation shall be made on the basis of a five-year certain and life annuity. The Participant's TER Plan Benefit shall be payable in such form as the Participant shall elect in accordance with the provisions of the TER Plan as in effect on September 30, 1989 and the excess, if any, of the Participant's Vested Pension under Section 5.1(d)(2) shall be payable in accordance with the provisions of this Plan."

13.7 Preservation of Benefits: To the extent that the TER Plan gave a Former Texas Eastern Employee an early retirement benefit, retirement-type subsidy or optional form of benefit that is not otherwise provided for in this Plan, such early retirement benefit, retirement-type subsidy or optional form of benefit pension shall continue to apply to the portion of the Participant's Pension that is attributable to the benefits accrued under the TER Plan as of September 30, 1989, as required by Code section 411(d)(6). Any form of death benefit payable under the TER Plan shall also continue to apply to a Participant's TER Plan Benefit. The provisions of the TER Plan shall continue to apply with respect to participant contributions made to the TER Plan. The benefits attributable to the TER Plan shall in all respects be administered in accordance with applicable law, and, to the extent required by law, in accordance with the provisions of the TER Plan in effect on September 30, 1989.

SECTION XIV

MISCELLANEOUS

14.1 Indemnification: The Plan Administrator shall indemnify each member of the Plan Administrative Committee and each other Employee who is involved in the administration of the Plan against all costs, expenses and liabilities, including attorney's fees, incurred in connection with any action, suit or proceeding instituted against any of them alleging any act of omission or commission performed while acting in good faith in discharging their duties with respect to the Plan. Promptly after receipt by an indemnified party of notice of the commencement of any action, the indemnified party shall notify the Plan Administrator of the action. The Plan Administrator shall be entitled to participate at its own expense in the defense or to assume the defense of any action brought against any indemnified party. If the Plan Administrator elects to assume the defense of any such suit, the defense shall be conducted by counsel chosen by the Plan Administrator, and the indemnified party shall bear the fees and expenses of any additional counsel retained by him.

14.2 Exclusive Benefit Rule: This Plan shall be administered for the exclusive benefit of the Employees of the Employer and for the payment to Participants out of the income and principal of the Trust Fund of the benefits provided under the Plan. No part of the income or principal of the Trust Fund shall be used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries, as provided in the Plan.

14.3 No Right to the Fund: No person shall have any interest in, or right to, any part of the assets of the Trust Fund or any rights under the Plan, except as to the extent expressly provided in the Plan.

14.4 Rights of the Employer: The establishment of this Plan shall not be construed as conferring any legal or other rights upon any Employee or any other person for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

14.5 Non-Alienation of Benefits: No amount payable to or held under the Plan for the account of any Participant or Beneficiary of a Participant or former Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void. No amount payable to or held under the Plan for the account of any Participant or Beneficiary may be in any manner liable for his debts, contracts, liabilities, engagements or torts, or be subject to any legal process, levy or attachment. The provisions of this Section shall not preclude distributions made by the Trustee in accordance with a Qualified Domestic Relations Order.

14.6 Construction and Severability: Except as otherwise provided by Federal law, the provisions of this Plan shall be construed and enforced according to Maryland laws, and all of the provisions of the Plan shall be administered in accordance with the laws of the State of Maryland. For simplicity of expression, pronouns and other terms are sometimes expressed in a particular number and gender; however, where appropriate to the context, such terms shall be deemed to include each of the other numbers and the other gender. Each provision of this Plan shall be considered to be severable from all other provisions so that if any provision or any part of a provision shall be declared void,

then the remaining provisions of the Plan that are not declared void shall continue to be effective.

14.7 Delegation of Authority: Whenever the Employer or Plan Administrator, under the terms of this Plan, is permitted or required to do or perform any act, the act may be done or performed by any officer of the Employer or Plan Administrator, and such officer shall be presumed to be duly authorized by the Board of Directors of the Employer or Plan Administrator.

14.8 Request for Tax Ruling: This Plan is based upon the condition precedent that it shall meet the requirements of the Code with respect to qualified employees' trusts so as to permit the Employer to deduct for Federal income tax purposes the amounts of its contributions and so that its contributions will not be taxable to the Participants as income in the year in which the contributions are made. The Employer shall apply for a determination by the Internal Revenue Service that this Plan is so qualified. If the Internal Revenue Service rules that this Plan is not so qualified, the then current value of all contributions made by the Employer before the initial determination as to qualification shall be returned to the Employer, and this Plan shall be of no further force or effect.

* * * * *

IN WITNESS WHEREOF, the Company has caused this Plan to be executed the 16 day of December, 1993.

CROWN CENTRAL PETROLEUM CORPORATION

By:Henry A. Rosenberg, Jr.

Henry A. Rosenberg, Jr.

EXHIBIT 13.a

CROWN CENTRAL PETROLEUM CORPORATION

Shareholders' Letter

To Our Shareholders:

The Company had a net loss of $4.3 million ($.44 per share) in 1993 compared to a net loss of $5.5 million ($.56 per share) in 1992. Sales and operating revenues were $1.747 billion in 1993 compared to $1.795 billion in 1992. For the fourth quarter, the Company reported a net income of $6.9 million ($.70 per share), compared to a net loss of $3.26 million ($.33 per share) in the third quarter of 1993 and a net loss of $5.5 million ($.56 per share) in the fourth quarter of 1992. Although full year results were again disappointing, 1993 provided some long anticipated indications, especially in the fourth quarter, that general economic conditions have stabilized.

This past year also marked the twentieth anniversary of the OPEC oil embargo. A review of key statistics over the past two decades reflects the volatile nature of the petroleum industry. For those who accept the realities of this business and who are equally resourceful in adopting successful strategies to profit from the opportunities presented, the future is brighter and more promising.

Since the embargo, although U.S. GNP has grown by 60%, total petroleum energy consumption has remained constant at 17.2 million barrels per day. In fact, Americans are driving 50% more now than in 1973, yet gasoline use is up only 12%. Because of the sharp decline in oil prices in 1986, gasoline has been very much of a bargain for the American consumer. Regrettably, these lower prices have caused less domestic production which has increased our foreign crude exposure from 36% to nearly a 50% dependency. In addition, domestic refining is under pressure from foreign product imports which enjoy a significant price advantage as a result of our higher level of domestic health, safety and environmental costs.

In 1993, Crown initiated additional internal management programs to promote efficiency and to achieve maximum advantage from available technologies. The Business Process Improvement Program is being implemented as each business segment is reviewed with Supply & Transportation recently completed, Marketing currently in progress, and all others scheduled. This effort will help in selecting the correct software applications and in forming the basis for restructuring workflows and improving efficiency. The Crown Management System challenges employees with the opportunity to efficiently direct individual efforts towards meaningful and measurable corporate objectives which can be used to document successful performance.

With additional environmental regulations constantly being imposed on all of our facilities, products, personnel and markets, compliance is clearly a most difficult and challenging task. Recently, the Ozone Transportation Commission (OTC) petitioned EPA to require northeastern states from Maine to Virginia to adopt the California LEV program. This action was taken despite independent studies that show that the CAL LEV program to be far less cost effective than numerous other ozone control strategies. Reauthorization of the Clean Water Act and the Occupational Safety and Health Act (OSHA), currently being considered by Congress, again requires us to be actively involved in the legislative and regulatory process.

Refining:
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Both refineries initiated projects in 1993 that will result in higher efficiencies and increased yields of higher valued products. At Tyler, total hydrodesulfurization capacity was expanded by 60%. The ingenuity and commitment of the Tyler employees enabled them to complete this project on schedule at a cost of $10 million. A new installation of this type of facility would have cost an estimated $25 million. As a result of this project, the refinery can produce 12,000 barrels per day of low sulfur diesel which complies with regulations which went into effect in October of 1993. The unit has been on-stream since November and has performed up to expectations.

At Pasadena, engineering and construction on a new refinery control center began in 1993. The development of this project has involved the cooperation of several refinery groups because of the significant changes that will come with the new control system. As an example of this cooperation, the Company negotiated staffing changes with the labor union which will permit the operation to obtain the benefits of flexibility and improved yields available with the new control technology. The first phase of this project is expected to commence operation in mid-1994.

Total capital spending in refining in 1993 was $19.5 million. Capital spending at Tyler totaled $14.1 million with most of the funds spent on the desulfurization unit. Capital expenses at Pasadena totaled $5.4 million with the funds being spread over several small projects.

The Pasadena refinery continued efforts throughout 1993 to improve efficiencies and succeeded by reducing expenses by $6 million compared to 1992. Most of the process units at Pasadena operated at record rates during 1993. It is expected that these efficiencies will continue in 1994 as the Company further improves on the utilization of maintenance, operating and support groups.

At the Pasadena refinery, total gasoline and distillate production averaged 93,600 barrels per day versus 91,000 in 1992. While refinery utilization was approximately 90% for the year, production was scaled back at certain periods due to extremely weak margins. This was particularly true in the first quarter and again, at the end of the year. We were, nevertheless, able to optimize production of the most highly valued products. In periods of weak margins, the refinery will reduce total crude runs while utilizing a greater percentage of heavier crudes in order to lower costs.

Crude oil prices continued to be weak for the year, dropping from $19.50 to a low of $14 towards the end of December. While in the longer term lower crude prices spur gasoline demand and make other alternate fuel sources less attractive, current margins have been adversely impacted by the high levels of finished product inventories.

CROWN CENTRAL PETROLEUM CORPORATION

Shareholders' Letter

(Photographs of Henry A. Rosenberg, Jr. Chairman of the Board and Chief Executive Officer, and Charles L. Dunlap, President and Chief Operating Officer)
(Photographs' Captions: Henry A. Rosenberg, Jr. Chairman of the Board and Chief Executive Officer; Charles L. Dunlap, President and Chief Operating Officer)

By capturing more of the available margin than in prior years and by successfully keeping operating expenses down, our refining losses were minimized for the year.
In Supply and Transportation, the Margin Management System, or hedging strategy, is being used effectively. Over time, return on capital is expected to be improved, and volatility reduced, by more actively managing inventory exposure and capturing margins when opportunities permit. This program provides the Company with downside protection in the international oil markets. Results were favorably impacted as a result of 1993's hedging program.

Marketing:
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In 1993, Crown Marketing firmly established its profitability and

made a significant contribution to corporate operating results. While the total volume of petroleum products sold through retail outlets compared to 1992 remained nearly constant, sales volumes at locations which were open during both periods increased by 7%. These results came in spite of substantial business disruptions during the installation of Stage II vapor recovery facilities at some of our highest volume units.

Retail margins continued to show gains of 9% over the prior period. A contributing factor was that premium retail volume, as a percentage of total gasoline sales, showed a 14% gain over last year. This reflects emphasis on increasing sales of higher margin products. Wholesale volumes at the Company's East Coast terminals posted an impressive 8% improvement. The increase was partially attributable to the acquisition of the Selma, North Carolina terminal in August of 1993. Acquired to serve the retail and wholesale operations in the Raleigh/Durham area, the Selma terminal is a 21 acre facility, served by the Colonial Pipeline. It is fully automated and has a 168,000 barrel storage capacity.

Sixty-three (63) retail units that failed to meet our strict criteria for volume and profitability were closed or sold in 1993. At the end of the year, our total retail outlet count stood at 376. During the year, five new facilities were opened. Crown continues to seek suitable new locations that offer the margin opportunities that we require. In July, the Company also opened in Annapolis, Maryland, the state's first public natural gas fueling facility. This received wide public and political recognition.

Marketing's reorganization continued by consolidating the Atlanta, Georgia and Richmond, Virginia retail divisions. Significant savings will be achieved as a result. An expanded Richmond headquarters will now oversee the administration of all of Crown's company operated stations and stores.

Stage II compliance, as required by the Clean Air Act of 1990, was fully completed for designated non-attainment areas by the November 15 deadline. This represents a significant monetary investment on the part of the Company, whose capital spending on marketing environmental compliance projects amounted to nearly $9 million in 1993. Total marketing capital expenditures for 1993 were $19.1 million.

Coronet Security Systems, Inc., which is a wholly owned subsidiary of Crown that markets a unique interactive audio/video security/management system, successfully completed its first full year of operation. Coronet has sold security systems to other petroleum marketers and commercial retailers.

Unfortunately, in September, a fire destroyed the Company's

Pasadena, Texas, loading rack marketing facility one mile from the Company's refinery. Although there were several injuries, the courageous efforts of Crown employees prevented any loss of life and damage was confined to the rack area.

Much of the success enjoyed by the marketing division during this recovery period can be attributed to the loyal and faithful service of R.D. McMullen, Senior Vice President of Marketing who retired in 1993. His services will be missed.

At the annual meeting in April 1993, Robert M. Freeman, Chairman of the Board and CEO of Signet Banking Corporation and Bailey A. Thomas, Chairman of the Board and CEO of McCormick & Company, Inc., were elected Directors.

In conclusion, we are pleased to report that Crown is experiencing a growing sense of accomplishment and progress throughout the Company's operating and marketing areas. This has confirmed the validity of the refining and marketing strategies Crown has instituted during the past several years to restore and maintain profitability.

On behalf of all the employees of the Company, thank you for your continued interest and support.

Henry A. Rosenberg, Jr.	Charles L. Dunlap
Henry A. Rosenberg, Jr. Chairman of the Board	Charles L. Dunlap President

February 28, 1994

EXHIBIT 13.b

Financial Summary, Operating Summary and Key Financial Statistics

CROWN CENTRAL PETROLEUM CORPORATION AND SUBSIDIARIES

Year in Review

Thousand of dollars, except per share amounts	1993	1992	1991
Financial Summary			
Sales and operating revenues	$1,747,411	$1,795,259	$1,857,711
Income (loss) before income taxes and cumulative effect of changes in accounting principles	807	(16,955)	(5,333)
Net (loss)	(4,300)	(5,506)	(6,026)
Net (loss) per share	(.44)	(.56)	(.61)
Cash flow from operating activities	28,878	52,951	529
Total capital expenditures	40,860	38,003	64,782
Common stockholders' Equity	298,353	303,274	310,747

In Thousands	1993	1992	1991
Operating Summary			
Barrels per day processed	158	154	147
Gasoline barrels produced per day	86	86	78
Distillate barrels produced per day	52	49	47
Gasoline barrels sold per day	91	90	86

	1993	1992	1991
Key Financial Statistics			

Working capital (in millions)	$ 51.8	$ 44.9	$ 90.2
Working capital ratio	1.29 :1	1.22 : 1	1.42 : 1
Liquid assets as a percentage of current liabilities (1)	80.1%	83.8%	87.8%
Long term debt as a percentage of total capitalization (2)	18.3%	16.9%	22.3%
Equity ratio (3)	45.5%	44.9%	45.2%
Return on average shareholders' equity	(1.4%)	(1.8%)	(1.9%)
Gross profit margin	8.2%	7.5%	7.5%

(1) Liquid assets defined as cash, cash equivalents and trade accounts receivable.
(2) Total capitalization defined as long-term debt and common stockholders' equity.
(3) Common stockholders' equity divided by total assets.

EXHIBIT 13.c

Crown Central Petroleum Corporation
Directors and Officers

Board of Directors
(as of January 31, 1994)

Jack Africk #
Retired Vice Chairman
UST Inc.

George L. Bunting, Jr. #
President and CEO
Bunting Management Group

Michael F. Dacey +
Executive Vice President
The Chase Manhattan Bank, N.A.

Charles L. Dunlap *
President and Chief Operating
Officer of the Corporation

Robert M Freeman #
Chairman of the Board and
Chief Executive Officer
Signet Banking Corporation

Thomas M. Gibbons +
Retired Chairman of the Board
The Chesapeake and Potomac
Telephone Companies (part of
Bell Atlantic Corporation)

Patricia A. Goldman +
Senior Vice President
Corporate Communications
USAir

William L. Jews+
President and Chief
Executive Officer
Blue Cross and Blue Shield
of Maryland

Malcolm McNair #+
Retired Executive Vice
President
European American Bank &
Trust Company

Henry A. Rosenberg, Jr. *
Chairman of the Board and
Chief Executive Officer of the
Corporation

Phillip W. Taff #
Executive Vice President and
Chief Financial Officer and
Chief Administrative Officer
Greyhound Lines, Inc.

Bailey A. Thomas
Chairman of the Board and
Chief Executive Officer
McCormick & Company

Executive Committee

Jack Africk
Charles L. Dunlap
Henry A. Rosenberg, Jr.
Chairman

Officers
- --------

Henry A. Rosenberg, Jr.
Chairman of the Board and
Chief Executive Officer

Charles L. Dunlap
President and Chief
Operating Officer

Edward L. Rosenberg
Senior Vice President-
Finance and Administration

Thomas L. Owsley
Vice President-Legal

John E. Wheeler, Jr.
Vice President-Treasurer and
Controller

Randall M. Trembly
Vice President-Refining

George R. Sutherland, Jr.
Vice President-Supply and
Transportation

Frank B. Rosenberg
Vice President-Marketing

J. Michael Mims
Vice President-Human
Resources

Paul J. Ebner
Vice President-Marketing
Support Services

Dolores B. Rawlings
Secretary

William A. Wolters
Assistant Secretary

Peter G. Wolfhagan
Assistant Secretary

Phillip F. Hodges
Assistant Secretary

Kajal Roy
Assistant Secretary

Andrew Lapayowker
Assistant Secretary

Stephen A. Noll
Assistant Treasurer

David J. Shade
Assistant Treasurer

Coronet Security Systems, Inc.
Edward L. Rosenberg
Chairman of the Board

Fast Fare, Inc.
Frank B. Rosenberg
President

La Gloria Oil & Gas Company
Charles L. Dunlap
President

Tongue, Brooks &
Company, Inc.
R. Peter Urquhart
Chairman of the Board

+ Members of Executive
  Compensation and Bonus
  Committee

Members of Audit
  Committee

* Members of Executive
  Committee

CORPORATE INFORMATION EXHIBIT 13.d

Crown Central Petroleum Corporation is ranked among the 300 largest industrial companies in the United States. An independent refiner and marketer of petroleum products, Crown and its La Gloria Oil and Gas Company subsidiary operate two refineries in Texas with a combined capacity of 150,000 barrels per day. Crown markets its refined products at more than 376 retail gasoline stations and convenience stores in seven Mid-Atlantic and Southeastern states. Crown's wholesale operations extend from its Texas refineries into the Southeastern, Mid-Atlantic and Midwestern regions of the United States.

By concentrating on its core business and maintaining a strong financial position, Crown is able to offer quality products to its customers and long-term value to its shareholders.

CROWN
(registered trademark)
General Offices
The Blaustein Building
One North Charles Street
P.O. Box 1168
Baltimore, Maryland 21203
(410) 539-7400

EXHIBIT 23

Consent of Independent Auditors

We consent to the incorporation by reference in the Registration Statement (Post-Effective Amendment No. 1 to Form S-8 No. 33-37630) pertaining to the Employees Savings Plan of Crown Central Petroleum Corporation and Subsidiaries of our report dated February 24, 1994, with respect to the consolidated financial statements and schedules of Crown Central Petroleum Corporation and Subsidiaries included in this Annual Report (Form 10-K) for the year ended December 31, 1993.

Ernst & Young

Baltimore, Maryland
March 1, 1994