NOTICE OF ANNUAL MEETING OF SHAREHOLDERS
WEDNESDAY, NOVEMBER 18, 2015

The 2015 Annual Meeting of Shareholders of Precision Auto Care, Inc. (the "Company") will be held at the Company's headquarters located at 748 Miller Drive, S.E., Leesburg, Virginia on Wednesday, November 18, 2015, at 9:00 a.m. (Eastern Time), for the following purposes:

1. To elect five (5) directors for a one-year term expiring at the 2016 Annual Meeting of Shareholders;

2. To appoint the firm of Yount, Hyde & Barbour, P.C. as independent auditors for the fiscal year ending June 30, 2016;

3. To approve the 2015 Employee Stock Option and Restricted Stock Plan adopted by the Board of Directors on February 18, 2015; and

4. To transact such other business as may properly come before the meeting or any adjournment thereof.

Only holders of shares of Common Stock of record on the books of the Company at the close of business September 18, 2015 will be entitled to notice of and to vote at the 2015 Annual Meeting or any adjournment thereof.

In order that your shares may be represented at the Annual Meeting, you are urged to promptly complete, sign, date and return the accompanying Proxy in the enclosed envelope, whether or not you plan to attend the Annual Meeting. If you attend the Annual Meeting in person you may, if you wish, vote personally on all matters brought before the Annual Meeting even if you have previously returned your Proxy.

By Order of the Board of Directors,

Frederick F. Simmons
Senior Vice President, General Counsel and Corporate Secretary

748 Miller Drive, S.E.
Leesburg, Virginia 20175
October 19, 2015

PRECISION AUTO CARE, INC.
748 MILLER DRIVE, S.E.
LEESBURG, VIRGINIA 20175

PROXY STATEMENT FOR 2015ANNUAL MEETING OF SHAREHOLDERS
Wednesday, November 18, 2015

INFORMATION CONCERNING TIMING OF THE MEETING, SOLICITATION AND VOTING

General

The following information is submitted concerning the enclosed form of proxy and the matters to be acted upon under authority thereof at the 2015 Annual Meeting of Shareholders of the Company to be held on Wednesday, November 18,2015, commencing at 9:00 a.m. (Eastern Time), or at any adjournment thereof, pursuant to the accompanying notice of this meeting. The 2015 Annual Meeting will be held at the Company's headquarters located at 748 Miller Drive, S.E., Leesburg, Virginia 20175. The Company intends to mail this proxy statement and accompanying proxy to all shareholders entitled to vote at the Annual Meeting on or about October 19, 2015.

Solicitation and Revocability of Proxies

The proxy is solicited on behalf of the Board of Directors of the Company. It may be revoked by the shareholder at any time prior to the exercise thereof by filing with the Corporate Secretary of the Company a written revocation or a duly executed proxy bearing a later date. The proxy shall be suspended if the shareholder shall be present at the meeting and elect to vote in person. Attendance at the meeting will not, by itself, revoke a proxy. Shares represented by proxies received will be voted. Where the shareholder has specified his or her choice with respect to the proposal to be acted upon, the shares will be voted in accordance with the specification so made, and in the absence thereof will be voted by the proxy holders as directed by management.

The cost of solicitation of proxies will be borne by the Company. Certain directors, officers and regular employees of the Company may solicit proxies by facsimile, telephone or personal interview for which they will receive no additional compensation. In addition, arrangements will be made with brokerage firms and other custodians, nominees and fiduciaries to forward solicitation material for the meeting to beneficial owners, and the Company will reimburse them for their reasonable expenses in so doing.

Voting Rights and Outstanding Shares

Only shareholders of record on the books of the Company at the close of business on September 18, 2015 (the "Record Date") will be entitled to notice of and to vote at the Annual Meeting. As of the Record Date, there were 19,227,468 shares of Common Stock issued and outstanding and entitled to vote. Each share of Common Stock is entitled to one vote for each matter submitted to the shareholders for approval.

A majority of the outstanding shares entitled to vote must be present in person or represented by proxy at the 2015 Annual Meeting to constitute a quorum. Abstentions and shares of record held by a broker or its nominee ("Broker Shares") that are voted on any matter at the meeting will be counted for purposes of determining if a quorum exists. Broker Shares that are not voted on any matter at the meeting will not be included in determining whether a quorum is present.

The election of each nominee for Director (Item 1) requires the affirmative vote of the holders of the shares representing a plurality of the votes cast in the election of Directors. Votes that are withheld and Broker Shares that are not voted in the election of Directors will not be included in determining the number of votes cast and, therefore, will have no effect on the election of the Directors.

Actions on all other matters to come before the 2015 Annual Meeting, including the approval of the appointment of the Company's independent auditors (Item 2), require the affirmative vote of the holders of the shares representing a majority of the votes cast such that the votes cast in favor of the action exceed the votes cast against it. Votes that are withheld and Broker Shares that are not voted are not considered cast either for or against a matter and, therefore, will have no effect on the outcome of the other matters to come before the 2015 Annual Meeting.

Item 1: Election of Directors

Pursuant to the Company's Articles of Incorporation in effect as of the date of this Proxy Statement, the terms of all five incumbent directors will expire at the 2015 Annual Meeting. Certain information concerning the nominees for election at the Annual Meeting is set forth below.

Name	Age	Director Since	Principal Occupation	Additional Information
Woodley A. Allen	68	1991	President, Allen Management Services, Oakton, VA (management consulting firm)	Mr. Allen was Chairman of the Board from February 2000 until October 2003, and serves as Chairman of the Audit Committee and serves on the Nominating Committee and the Organization and Compensation Committee. Mr. Allen also serves as the Board's financial expert. He served as Chief Financial Officer of EZ Communications, Inc. (publicly traded radio broadcasting company) from March 1973 to May 1992, and has been acting Chief Financial Officer of BIA Financial Network, Chantilly, VA (merchant banking and investment firm) since February 2004.
Louis M. Brown, Jr.	72	2000	Chairman	Mr. Brown was President and Chief Executive Officer of the Company from August 2000 until October 2003, and was Chairman and Chief Executive Officer from October 2003 until May 2006. Mr. Brown has been Chairman of the Board of the Company since October 2003. He was a director of Micros Systems, Inc. (a leading provider of information technology for the hospitality industry) since 1977 until September 2014; and he was the Chairman of Micros Systems, Inc. from January 1987 until April 2001 and its Vice Chairman from April 2001 until September 2014, when Micros Systems, Inc. was sold to Oracle Corporation
Alex J. Brown	42	2012	Attorney/Partner, Shapiro Sher Guinot & Sandler, PA, Baltimore, MD	Alex Brown is an insurance lawyer and commercial litigator with a diverse background. Mr. Brown has extensive experience representing clients in both the private and public sector. Mr. Brown has represented insurance policyholders, insurers, Risk Retention Groups and insurance professionals in complex insurance litigation and transactional insurance matters. As a former Senior Counsel to the Maryland Insurance Administration, Mr. Brown has also represented the Maryland Insurance Commissioner on a wide variety of regulatory and other State government and administrative law issues. Mr. Brown also previously served as an Assistant Attorney General and as an associate attorney at Venable, LLP and served as the head of the Civil Commercial Litigation Department at Silverman, Thompson, Slutkin & White.
Peter C. Keefe	57	2003	President, Avenir Corporation, Washington, D.C. (investment advisor)	Mr. Keefe has served as Executive Chairman of Avenir Corporation since May 2015 and was President of Avenir Corporation from January 2000 to May 2015, and served as its Vice President from May 1991 until January 2000. Mr. Keefe serves as Chairman of the Organization & Compensation Committee and is a member of the Audit Committee and the Nominating Committee. Mr. Keefe serves as Chairman and President of the St. Stephen's & St. Agnes School Foundation.
Ronald J. Kolson	61		Consultant	Mr. Kolson spent his career in financial and operational management in various industries, having held senior positions in several high-tech companies, including fiber-optic networking, digital imaging, hospitality information systems, and government services contracting. Mr. Kolson served as CEO from September 2013 to November 2013 and then as VP/CFO from October 2012 to September 2013 for 24/7 Mid-Atlantic Network, LLC, a fiber optic network solutions provider. Mr. Kolson also served as VP/CFO from 2000 to August 2012 for Fibergate, Inc., a fiber optic network solutions provider. The company was sold in August 2012. Mr. Kolson has served on the Board since 2014. Mr. Kolson serves as Chairman of the Nominating Committee and is a member of the Audit Committee. Mr. Kolson holds a B.S. from Penn State University and is a Certified Public Accountant.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" EACH OF THE DIRECTOR NOMINEES LISTED ABOVE.

Meetings and Committees of the Board

The Board of Directors has three standing Committees: (i) the Audit Committee; (ii) the Organization and Compensation Committee; and (iii) the Nominating Committee.

The Board of Directors of the Company held four meetings during the fiscal year ended June 30, 2015. All directors attended 100% of the aggregate number of meetings of the Board of Directors and Committees on which they served.

Audit Committee. The Audit Committee makes recommendations regarding the engagement of the Company's independent auditors, reviews the arrangement and scope of the audit, considers comments made by the independent auditors with respect to the adequacy of the Company's internal accounting controls, and reviews non-audit services provided by the firm. During the fiscal year ended June 30, 2015, Mr. Allen served as Chairman of the Audit Committee and Mr. Ronald Kolson and Mr. Peter Keefe served as members of the Committee. During the fiscal year ended June 30, 2015, the Audit Committee met four times. The Audit Committee's charter is attached to this proxy statement as *Appendix A*.

The Audit Committee has prepared a report, a copy of which is set forth on page 9 under "Report of the Audit Committee."

Organization and Compensation Committee. The Organization and Compensation Committee (the "Compensation Committee") reviews and approves (or recommends to the full Board) the annual salary, bonus and other benefits of senior management of the Company; reviews and makes recommendations to the Board relating to executive compensation and plans; and establishes, and periodically reviews, the Company's policy with respect to management perquisites. Mr. Peter Keefe serves as Chairman of the Compensation Committee. Mr. Woodley Allen serves as a member of the Organization and Compensation Committee. During the fiscal year ended June 30, 2015, the Organization & Compensation Committee met twice. The Compensation Committee Chairman provides reports of committee activities during Regular Board meetings. The Compensation Committee's charter is attached to this proxy statement as *Appendix B*.

The Compensation Committee has prepared a report, a copy of which is set forth on page 8 under "Report of the Organization and Compensation Committee on Executive Compensation."

Nominating Committee. The Nominating Committee makes recommendations regarding the election of Board members, committee appointments and Corporate Governance Guidelines. During the fiscal year ended June 30, 2015, Mr. Ronald Kolson served as Chairman of the Nominating Committee, and Messrs. Allen and Keefe served as members of the Committee. The Board of Directors has determined that each member of the Committee is "independent" as defined by the Marketplace Rules. The Committee met once during the fiscal year ended June 30, 2015. The Nominating Committee Chairman provides reports of committee activities during Regular Board meetings. The Nominating Committee's charter is attached to this proxy statement as *Appendix C*.

While the Board of Directors has delegated the selection and initial evaluation of potential directors to the Nominating Committee, the Board retains final approval of all nominations. It is the Board's desire and intention to select people who are independent and diverse in a broad sense, people with a variety of backgrounds, experiences and skills that will bring individual talents or contribute to the needs of the Board and the Company. It is also the Board's objective to select for nomination candidates who are able to work in a collaborative and collegial fashion with other directors and senior management, in a manner consistent with the current operating practices of the Board.

In the event of a vacancy on the Board of Directors, the Nominating Committee may, in its discretion, engage a third-party search firm to identify potential candidates to fill the vacancy. The Nominating Committee will consider candidates recommended by other parties, including shareholders and will evaluate those proposed candidates in a manner consistent with the evaluation of all potential nominees based on the considerations set forth above. Third parties wishing to recommend candidates for consideration by the Nominating Committee may do so in writing by providing the recommended candidate's name, biographical data, qualifications and a statement describing the basis for the recommendation, together with the recommended candidate's consent to serve, if nominated and elected, to the Chairman of the Nominating Committee.

Director Independence

The Board of Directors has determined that Messrs. Allen, Keefe, and Kolson are "independent." Mr. Lou Brown, being an employee of the Company, and Mr. Alex Brown, being the son of Mr. Lou Brown, does not meet the definition of "independent."

Code of Ethics and Standards of Conduct

The Company has adopted a Code of Ethics and Standards of Conduct (the "Code of Ethics") that applies to its senior management and all other employees, including the Chief Executive Officer, the Chief Financial Officer, and other persons

performing similar functions. A copy of the Code of Ethics can be obtained, without charge, upon written request to: Corporate Secretary, Precision Auto Care, Inc., P. O. Box 5000, Leesburg, VA 20177.

Communications with the Board

The Company has adopted a process for shareholders to send communications to the Board of Directors. Shareholders may communicate with the Board of Directors individually or as a group by writing to: The Board of Directors of Precision Auto Care, Inc., c/o Corporate Secretary, P. O. Box 5000, Leesburg, VA 20177. The Corporate Secretary may require reasonable evidence that the communication or other submission is made by a shareholder of the Company before transmitting the communication to the Board of Directors.

Compensation of Directors

Generally, under the Board's current policies, non-employee directors are paid $675 for every board meeting that they attend in person, $450 for every board committee meeting attended and $225 for every meeting (board or board committee) attended telephonically. In addition, every board member will receive a stipend of $2,250 each quarter as long as they are board members.

In addition, Mr. Woodley Allen received compensation of $1,750 as the Board's financial expert.

Directors who are employees receive no additional compensation for serving as directors.

Director Attendance at Annual Meetings

The Company encourages, but does not require, its Board members to attend the annual shareholders meeting. All of the Board members attended the 2014 Annual Meeting.

PACI
DIRECTOR COMPENSATION
June 30, 2015

The following table provides summary information concerning compensation awarded to, earned by, or paid to any of our directors for all services rendered to the Company in all capacities for the fiscal year ended June 30, 2015.

Name	Fees Earned or Paid in Cash	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	Nonqualified Deferred Compensation Earnings	All Other Compensation	Total Compensation
Woodley A. Allen	$14,575	$ -	$ -	$ -	$ -	$ -	$14,575
Alex J. Brown	$11,025	$ -	$ -	$ -	$ -	$ -	$11,025
Peter C. Keefe **(1)**	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Ronald J. Kolson	$ 6,975	$ -	$ -	$ -	$ -	$ -	$ 6,975

(1) Mr. Keefe could have claimed approximately $12,000 in compensation for his participation in board and committee meetings. However, he declined to accept this compensation, and the Company made no payments to Mr. Keefe for his services during the fiscal year ended June 30, 2015.

EXECUTIVE COMPENSATION
SUMMARY COMPENSATION TABLE

The table below sets forth the compensation earned and paid during each of the Company's last three fiscal years to the chairman and the two most highly compensated executive officers who earned $100,000 or more during the fiscal year ended June 30, 2015.

Name and Principal Position	Year	Salary	Bonus	Stock Awards	Option Awards	Non-Equity Incentive Plan Compensation	Nonqualified Deferred Compensation Earnings	All Other Compensation (1)	Total Compensation
Louis M. Brown, Jr. Chairman	2015	$235,000	$ -	$ -	$ -	$ -	$ -	$3,525	$238,525
	2014	$235,000	-	-	-	-	-	$3,525	$238,525
	2013	$235,000	-	-	-	-	-	$3,525	$238,525
Robert R. Falconi President & CEO	2015	$360,000	$55,500	$ -	$ -	$ -	$ -	$3,750	$419,250
	2014	$357,692	$45,734	-	-	-	-	$3,750	$407,176
	2013	$329,616	$12,900	-	-	-	-	$3,675	$346,191
Frederick F. Simmons Sr. VP, General Counsel & Corporate Secretary	2015	$273,500	$20,513	$ -	$ -	$ -	$ -	$3,750	$297,763
	2014	$273,500	$16,410	-	-	-	-	$3,750	$293,660
	2013	$273,500	$ 6,154	-	-	-	-	$3,675	$283,329

(1) Amounts represent the Company's matching contributions to the 401(k) Savings Plan.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth the shares of Common Stock beneficially owned as of the Record Date by: (i) persons known by the Company to beneficially own greater than 5% of the Company's outstanding stock, (ii) each director of the Company, (iii) each executive officer named in the table labeled Summary Compensation Table, and (iv) all directors and executive officers of the Company as a group. For purposes of this table, and as used elsewhere in this Proxy Statement, the term ''beneficial owner'' means any person who, directly or indirectly, has or shares the power to vote, or to direct the voting of a security or the power to dispose, or to direct the disposition of, a security. Except as otherwise indicated, (a) the address of each owner listed below is 748 Miller Drive, S.E., Leesburg, VA 20175; and (b) the Company believes that each individual owner listed below exercises sole voting and dispositive power over their shares. The total number of shares outstanding used in calculating the percentage assumes that none of the options or warrants held by other persons are redeemed for Common Stock.

Name of Beneficial Owner	Number of Shares Common Stock	Stock Options Exercisable in 60 Days	Number of Shares Beneficially Owned	Percentage of Outstanding Common Stock
Avenir Corporation **(1)** 1775 Pennsylvania Ave, NW, Suite 650 Washington, DC 20006	2,825,090		2,825,090	14.42%
Louis M. Brown, Jr. **(2)**	7,040,884		7,040,884	35.94%
Woodley A. Allen	68,588		68,588	0.35%
Alex J. Brown(3)	2,070,000		2,070,000	10.57%
Jeff Brown(4)	2,070,000		2,070,000	10.57%
Peter C. Keefe **(5)**	393,032		393,032	2.01%
Robert R. Falconi **(6)**	1,168,248	150,000	1,318,248	6.73%
Frederick F. Simmons **(7)**	243,478	75,000	318,478	1.63%
All directors and executive officers as a group (10 persons) **(8)**	11,015,606	365,000	11,380,606	58.09%

---

(1) Reflects the Company's reasonable good faith effort to calculate ownership based on (i) the Company's and transfer agent's records, and (ii) communications with Avenir Corporation.

(2) Mr. Brown is Chairman of the Board of Directors. There are no options exercisable within 60 days.

(3) Mr. Alex Brown is a Director of the Company and is a son of Louis M. Brown, Chairman of the Board. There are no options exercisable within 60 days.

(4) Mr. Jeff Brown is a son of Louis M. Brown, Chairman of the Board.

(5) Mr. Peter Keefe is the Executive Chairman of Avenir Corporation. Mr. Keefe will vote the shares of approximately 2.8 million held by Avenir Corporation. Additionally, Mr. Keefe and his family own approximately 400,000 of the shares held by Avenir Corporation.

(6) Includes options to purchase 150,000 shares that are exercisable within 60 days.

(7) Includes options to purchase 75,000 shares that are exercisable within 60 days.

(8) Includes options to purchase 365,000 shares that are exercisable within 60 days.

EMPLOYMENT ARRANGEMENTS

The Company has no employment agreements or arrangements at this time.

REPORT OF THE
ORGANIZATION AND COMPENSATION COMMITTEE
ON EXECUTIVE COMPENSATION

The Organization and Compensation Committee of the Board of Directors (the "Compensation Committee"), which is composed entirely of outside directors of the Company, is responsible for developing and recommending to the Board of Directors the Company's general compensation policies. The Compensation Committee approves the compensation plans for the Company's executive officers, including the Chief Executive Officer (CEO), and determines the compensation to be paid to the executive officers. The Compensation Committee also is responsible for the granting of stock options and restricted stock awards to the executive officers and the administration of the Company's various incentive compensation plans.

The Compensation Committee has furnished the following report for fiscal year 2015:

Compensation Philosophy. The Company's philosophy with respect to executive compensation is based on the principle that the compensation of its executive officers should be competitive with compensation of senior executives at comparable companies, and that a meaningful portion of the compensation received should be closely tied to the performance of the Company and, in certain instances, to the achievement of individual goals. Through this link between pay and performance, it is the intent of the Company to provide direct incentives for the Company's financial success and the creation of incremental shareholder value.

Executive Officer Compensation. The key components of compensation for the executive officers consist of annual compensation provided by base salary and annual performance bonuses, and long-term compensation provided by stock options and restricted stock awards.

Members of the Committee believe they have a general awareness of pay practices among companies of roughly comparable size, complexity, and/or industry focus. Based upon the Committee's general knowledge, other than the compensation paid to

Stock Options. Stock options are granted to executive officers, as well as other employees, based upon the subjective evaluation of employees' general overall performance and upon their relative rank within the Company. No specific performance criteria are considered, and there is no fixed formula for differentiating the number of options granted to an individual or to all employees in the aggregate. The Company's approach to long-term incentives provided by stock options has been a flexible one, in which the effort is to attract and retain able key employees by giving them an opportunity for stock ownership. There were stock options awarded to key employees in fiscal year 2015. These options were awarded under the 2015 Employee Stock Option and Restricted Stock Plan. This plan is being presented to the shareholders for approval under Item 3.

Compensation of the Chairman of the Board. Louis M. Brown, Jr., the Chairman and former Chief Executive Officer, joined the Company on August 4, 2000 as its Chief Executive Officer. He was named to the additional role of Chairman in October, 2003.

Compensation of the Current Chief Executive Officer. Mr. Robert R. Falconi, the Chief Executive Officer, joined the Company on September 6, 2000, as Senior Vice President-Finance, Administration & Chief Financial Officer. In March 2002, he was named President and Chief Operating Officer. In May 2006, Mr. Falconi was promoted to Chief Executive Officer.

The Committee believes its approach to compensation for the Chairman and Chief Executive Officer is consistent with the Company's ongoing effort to achieve a responsible balance between short-term and long-term performance for the Company and its shareholders, and to provide compensation incentives for its senior executives that encourage those results.

Tax Compliance Policy. Section 162(m) of the Internal Revenue Code generally limits to $1 million the tax deductible compensation paid to a company's Chief Executive Officer and to each of the four highest-paid executives employed as executive officers on the last day of the fiscal year. However, the limitation does not apply to performance-based compensation provided certain conditions are satisfied. The Committee does not anticipate that in the foreseeable future any officer of the Company will earn compensation in excess of $1 million that would not qualify as performance-based compensation. Therefore, the Committee has not yet determined a policy with respect to Section 162(m). The Committee intends to review the implications of Section 162(m) when it becomes more relevant with respect to the Company's executive compensation policies.

All members of the Compensation Committee concur in this report to the shareholders.

THE ORGANIZATION AND COMPENSATION COMMITTEE

Peter C. Keefe, Chairman
Woodley A. Allen

October 19, 2015

COMPENSATION COMMITTEE INTERLOCKS AND INSIDER PARTICIPATION

During the fiscal year ended June 30, 2015: (1) none of the members of the Compensation Committee was an officer (or former officer) or employee of the Company or any of its subsidiaries; (2) none of the members of the Compensation Committee entered into (or agreed to enter into) any transaction or series of transactions with the Company or any of its subsidiaries in which the amount involved exceeded $60,000; (3) none of the Company's executive officers served on the compensation committee (or another board committee with similar functions or, if there was no such committee like that, the entire board of directors) of another entity where one of that entity's officers served on the Company's Compensation Committee or one of its executive officers served as a director on the Company's Board; and (4) none of the Company's executive officers was a director of another entity where one of that entity's officers served on the Company's Compensation Committee.

Item 2: Appointment of Independent Auditors

At the Annual Meeting, the shareholders will be asked to approve the appointment of Yount, Hyde & Barbour, P.C. as the Corporation's independent auditors for the fiscal year ending June 30, 2016.

Appointment of the independent auditors will require the affirmative vote of holders of shares of Common Stock representing a majority of the number of votes present in person or represented by proxy at the Annual Meeting, provided a quorum is present. Representatives of Yount, Hyde & Barbour are expected to be present at the Annual Meeting with the opportunity to make a statement if they desire to do so, and such representatives are expected to be available to respond to appropriate questions.

Audit Committee Pre-Approval Policies and Procedures

Representatives of the Corporation's independent auditors are expected to attend each meeting of the Audit Committee. The Audit Committee, on at least an annual basis, reviews audit and non-audit services performed by the Corporation's independent auditors as well as the fees charged by the independent auditors for such services. All audit and non-audit services are pre-approved by the Audit Committee, which considers, among other things, the possible effect of such services on the auditors' independence.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT ALL SHAREHOLDERS VOTE "FOR" THE APPOINTMENT OF THE INDEPENDENT AUDITORS.

REPORT OF THE AUDIT COMMITTEE

The Audit Committee of the Board of Directors (the "Audit Committee") is composed of three independent directors and operates under a written charter adopted by the Board of Directors, a copy of which is attached to this proxy statement as *Appendix A* and is incorporated herein by reference. The Audit Committee reviews audit fees and recommends to the Board of Directors, subject to shareholder ratification, the selection of the Company's independent accountants. Management is responsible for the Company's internal controls and the financial reporting process. The independent accountants are responsible for performing an independent audit of the Company's consolidated financial statements in accordance with generally accepted auditing standards and for issuing a report thereon. The Audit Committee's responsibility is to monitor and oversee these processes and to report thereon to the Board of Directors. In this context, the Audit Committee has met and held discussions with management and Yount, Hyde & Barbour, P.C., the Company's independent auditors as of the fiscal years ended June 30, 2015 and 2014.

Management represented to the Audit Committee that the Company's consolidated financial statements were prepared in accordance with generally accepted accounting principles, and the Audit Committee has reviewed and discussed the consolidated financial statements with management and Yount, Hyde & Barbour, P.C.

The Audit Committee has discussed with Yount, Hyde & Barbour, P.C. the matters required to be discussed by Statement on Auditing Standards No. 61 (Codification of Statements on Accounting Standards), including the scope of the auditor's responsibilities, significant accounting adjustments and any disagreements with management. The Audit Committee also has received the written disclosures and the letter from Yount, Hyde & Barbour, P.C. relating to the independence of that firm as required by Independence Standards Board Standard No. 1 (Independence Discussions with Audit Committees), and has discussed with Yount, Hyde & Barbour, P.C. that firm's independence from the Company.

Yount, Hyde & Barbour, P.C. ("Yount, Hyde & Barbour") has served as our independent registered public accounting firm since September 28, 2006. The following table sets forth the aggregate fees incurred by us for the fiscal years ended June 30, 2015 and 2014 by Yount, Hyde & Barbour:

	2015	2014
Audit Fees – Year End **(1)** ……	$65,600	$65,600
Tax Fees **(2)** ……...	3,100	3,100
Total Audit Fees …….	$68,700	$67,700
All Other Fees **(3)** ……..	1,425	1,550
Total ……...	$70,125	$70,250

The Audit Committee and management are carefully reviewing the cost of audit and tax services and potential future increases that may be forthcoming.

(1) ***Audit Fees***. Audit Fees consist of professional services rendered in the audit of the Company's annual financial statements.

(2) ***Tax Fees***. Tax fees billed by Yount, Hyde & Barbour, P.C. for Canadian tax compliance for the fiscal years ended June 30, 2015 and 2014.

(3) ***All Other Fees***. All Other Fees related to out of pocket expenses incurred by Yount, Hyde & Barbour, P.C. during the fiscal years ended June 30, 2015 and 2014.

Based upon the Audit Committee's discussions with management and Yount, Hyde & Barbour, P.C. and the Audit Committee's review of the representation of management and the report of Yount, Hyde & Barbour, P.C. to the Audit Committee, the Audit Committee recommended that the Board of Directors include the audited consolidated financial statements in the Company's Annual Report for the year ended June 30, 2015 posted on the Pink OTC Marketplace, an electronic interdealer quotation system for broker-dealers to trade unlisted securities operated by OTC Markets Group, Inc. and found at OTCMarkets.com.

THE AUDIT COMMITTEE

Woodley A. Allen, Chairman
Peter C. Keefe
Ronald J. Kolson

October 19, 2015

Item 3: 2015 Employee Stock Option and Restricted Stock Plan

Subject to final approval by the shareholders, the Board of Directors adopted the 2015 Employee Stock Option and Restricted Stock Plan (the "Plan") at its regularly scheduled meeting on February 18, 2015. Adoption of the Plan by the Board of Directors was unanimous. The 2015 Employee Stock option and Restricted Stock Plan is attached to this proxy statement as *Appendix D*.

The Board of Directors adopted the Plan principally to attract and retain effective and capable individuals to assume positions that contribute materially to the successful operation of the business of the Company and its affiliates.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT ALL SHAREHOLDERS VOTE "FOR" APPROVAL OF THE PLAN.

CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

For the Fiscal Year 2015, there are no certain relationships and related transactions to report.

SHAREHOLDER PROPOSALS AND NOMINATION PROCEDURES

In order for a shareholder proposal to be considered for the 2016 Annual Meeting of Shareholders, it must be received by the Company at its offices no later than August 1, 2016. All shareholder proposals should be mailed to the Company at P. O. Box 5000, Leesburg, VA 20177 and addressed to the attention of Frederick F. Simmons, Corporate Secretary. To be eligible for inclusion in the proxy material for that meeting, such proposals must conform to the requirements set forth in Regulation 14A under the Securities Exchange Act of 1934, as amended. In order to be considered at an Annual Meeting, a shareholder proposal must be presented by the proponents or their representatives in attendance at the meeting.

For nominations by a shareholder to be properly considered at the Annual Meeting, the shareholder must notify the Corporate Secretary at least 70 and no more than 90 days before the first anniversary of the prior year's Annual Meeting unless the Annual Meeting date is advanced by more than 20 days, or delayed by more than 70 days, in which case the nomination must be delivered not earlier than the 90th day prior to the Annual Meeting and not later than the close of business on the later of the 70th day prior to

the Annual Meeting or the 10th day following the day on which public announcement of the Annual Meeting date is made. Nominations submitted by shareholders must contain the nominee's qualifications, the nominee's written consent to serve if elected, and other information required to be disclosed pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended; the name, address and number of shares owned by the nominating shareholder; and whether the nominating shareholder is part of a group soliciting or intending to solicit proxies from shareholders.

OTHER MATTERS

The Board of Directors does not know of any other matters to be presented at the 2015 Annual Meeting or action to be taken thereat except those set forth in this Proxy Statement. If, however, any other business properly comes before the 2015 Annual Meeting, the persons named in the proxy accompanying this Proxy Statement will have the discretionary authority to vote upon such business, as well as matters incident to the conduct of the 2015 Annual Meeting.

UPON THE WRITTEN REQUEST OF ANY RECORD HOLDER OR BENEFICIAL OWNER OF COMMON STOCK ENTITLED TO VOTE AT THE ANNUAL MEETING OF SHAREHOLDERS, THE COMPANY WILL PROVIDE WITHOUT CHARGE A COPY OF ITS ANNUAL REPORT, INCLUDING THE FINANCIAL STATEMENTS FOR THE COMPANY'S MOST RECENT FISCAL YEAR. ADDRESS REQUESTS TO FREDERICK F. SIMMONS, CORPORATE SECRETARY, PRECISION AUTO CARE, INC., P. O. BOX 5000, LEESBURG, VIRGINIA 20177-5000.

Appendix A
Audit Committee Charter
November 19, 2014

Committee's Purpose

The primary function of the Audit Committee is to assist the Board of Directors in fulfilling its oversight responsibilities by reviewing: the financial reports and other financial information provided by the Corporation to any governmental body or the public; the Corporation's systems of internal controls regarding finance, accounting, legal compliance and ethics that management and the Board have established; and the Corporation's auditing, accounting and financial reporting processes generally. Consistent with this function, the Audit Committee should encourage continuous improvement of, and should foster adherence to, the Corporation's policies, procedures and practices at all levels. The Audit Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Corporation's financial reporting process and internal control system.
- Review and appraise the audit efforts of the Corporation's independent accountants and internal auditing function.
- Provide an open avenue of communication among the independent accountants, financial and senior management, and the Board of Directors.

The Audit Committee will primarily fulfill these responsibilities by carrying out the activities set forth below, under the heading, "Committee's Goals and Responsibilities."

While the Audit Committee has the responsibilities set forth in this Charter, it is not the duty of the Audit Committee to plan or conduct audits or to determine that the Company's financial statements are complete and accurate and are in accordance with generally accepted accounting principles. This is the responsibility of management and the Company's independent accountants. Nor is it the duty of the Audit Committee to conduct investigations, to resolve disagreements, if any, between management and the independent accountants or to assure compliance with laws, regulations and the Corporation's Code of Ethical Conduct.

Committee's Membership

The Audit Committee shall be comprised of three or more directors as determined by the Board, each of whom shall be independent directors, and free from any relationship that, in the opinion of the Board, would interfere with the exercise of his or her independent judgment as a member of the Committee. All members of the Committee shall have a working familiarity with basic finance and accounting practices, and at least one member of the Committee shall have accounting or related financial management expertise. Committee members may enhance their familiarity with finance and accounting by participating in educational programs conducted by the Corporation or an outside consultant.

The members of the Committee shall be elected by the Board at the annual organizational meeting of the Board or until their successors shall be duly elected and qualified. Unless a Chair is elected by the full Board, the members of the Committee may designate a Chair by majority vote of the full Committee membership.

Meetings

The Committee shall meet at least four times annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee should meet at least annually with management and the independent accountants in separate executive sessions to discuss any matters that the Committee or each of these groups believe should be discussed privately. In addition, the Committee or at least its Chair will meet with the independent accountants annually and management quarterly to review the Corporation's financial statements and related public filings.

Committee's Goals and Responsibilities

To fulfill its responsibilities and duties the Audit Committee shall:

Documents/Reports Review

1. Review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

2. Review the organization's annual financial statements and any reports or other financial information submitted to any governmental body, or the public, including any certification, report, opinion, or review rendered by the independent accountants.

3. Review any internal reports to management prepared in response to any material internal auditing requests or issues and management's response thereto.

4. Review with financial management and the independent accountants the Company's quarterly financial statements prior to any public filing or prior to the release of earnings. The Chair of the Committee may represent the entire Committee for purposes of this review.

Independent Accountants

1. Recommend to the Board of Directors the selection of the independent accountants, considering independence and effectiveness and approve the fees and other compensation to be paid to the independent accountants. On an annual basis, the Committee should review and discuss with the accountants all significant relationships the accountants have with the Corporation to determine the accountants' independence.

2. Review the performance of the independent accountants and approve any proposed discharge of the independent accounts when circumstances warrant.

3. Periodically consult with the independent accountants out of the presence of management about internal controls and the fullness and accuracy of the organization's financial statements.

Financial Reporting Processes

1. In consultation with the independent accountants, review the integrity of the organization's financial reporting processes, both internal and external.

2. Consider the independent accountants' judgments about the quality and appropriateness of the Corporation's accounting principles as applied in its financial reporting.

3. Consider and approve, if appropriate, major changes to the Corporation's auditing and accounting principles and practices as suggested by the independent accountants or management.

Process Improvement

1. Establish regular and separate systems of reporting to the Audit Committee by management, and the independent accountants regarding any significant judgments made in management's preparation of the financial statements and the view of each as to appropriateness of such judgments.

2. Following completion of the annual audit, review separately with management and the independent accountants any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

3. Review any significant disagreement between management and the independent accountants in connection with the preparation of the financial statements.

4. Review with the independent accountants and management the extent to which changes or improvements in financial or accounting practices, as approved by the Audit Committee, have been implemented. (This review should be conducted after an appropriate period of time subsequent to implementation of changes or improvements, as decided by the Committee.)

Ethical and Legal Compliance

1. Review and update periodically the Company's Code of Ethical Conduct and ensure that management has established a system to enforce this Code.

2. Review management's monitoring of the Corporation's compliance with the organization's Ethical Code, and ensure that management has the proper review system in place to ensure that the Corporation's financial statements, reports and other financial information disseminated to governmental organizations, and the public satisfy legal requirements.

3. Review the effectiveness of the internal audit function.

4. Review, with the organization's counsel, legal compliance matters including corporate securities trading policies.

5. Review, with the organization's counsel, any legal matter that could have a significant impact on the organization's financial statements.

6. Perform any other activities consistent with this Charter, the Corporation's By-laws and governing law, as the Committee or the Board deems necessary or appropriate.

Appendix B

Organization and Compensation Committee Charter
November 19, 2014

Committee's Purpose

The Organization and Compensation Committee (the "Committee") is appointed by the Board of Directors ("Board") of Precision Auto Care, Inc. (the "Company") to: (a) discharge the Board's responsibilities relating to compensation of the Company's executives; (b) produce an annual report on executive compensation for inclusion in the Company's proxy statement in accordance with applicable rules and regulations; (c) provide recommendations regarding management successors; and (d) discharge the Board's responsibilities relating to compensation of the Company's directors and officers.

Committee Membership

All members of the Committee shall be "independent". The members of the Committee shall be appointed by the Board of Directors.

Committee Chairman

The Board of Directors, by resolution of a majority of the non-management directors, shall designate one member of the Committee to act as the Chairman of the Committee. The Committee member so designated shall: (a) chair all meetings of the Committee; (b) coordinate the evaluation of the performance of the CEO; and (c) perform such other activities as from time to time are requested by the other directors or as circumstances indicate.

Committee's Goals and Responsibilities

1. The Committee shall produce an annual report on executive compensation for inclusion in the Company's proxy statement.
2. The Committee shall review and approve corporate goals and objectives relevant to CEO compensation; evaluate the CEO's performance in light of these goals and objectives; and set the CEO's compensation level based on this evaluation.
3. The Committee shall make recommendations to the Board with respect to incentive compensation plans and equity-based plans.
4. The Committee shall make regular reports to the Board.
5. The Committee shall review committee member qualifications; committee member appointment and removal; committee structure and operations (including authority to delegate to subcommittees); and committee reporting to the Board.
6. The Committee shall have sole authority to retain and terminate any compensation consultant used to assist in the evaluation of a director, CEO or other senior executive and shall have sole authority to approve the firm's fees and other retention terms.
7. The Committee shall annually review and approve the compensation of officers and other key executives of the Company, including incentive compensation plans and equity-based plans.
8. The Committee shall fix and determine awards to employees of stock or stock options pursuant to any of the Company's employee stock option or stock-related plans now or from time to time hereafter in effect and exercise such other power and authority as may be permitted or required under such plans.
9. The Committee shall from time to time review and make recommendations to the Board with respect to the compensation of directors.
10. The Committee shall have the authority to obtain advice and assistance from internal or external legal, accounting or other advisers.
11. The Committee may form and delegate authority to subcommittees when appropriate.
12. The Committee shall from time to time review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board for approval.

Appendix C

Nominating Committee Charter
November 19, 2014

Committee's Purpose

The Nominating Committee ("Committee") is appointed by the Board of Directors of Precision Auto Care, Inc. ("Board"), in consultation with the President/CEO, to: (a) identify and make recommendations to the Board on individuals qualified to serve as Board members of Precision Auto Care, Inc. ("Company"); (b) develop and recommend to the Board a set of Governance Guidelines applicable to the Company; (c) take a leadership role in shaping the corporate governance of the Company; (d) review and recommend the nomination of directors, including the re-nomination of incumbent directors; (e) review and recommend committee appointments; and (f) perform other related tasks, such as studying the size, committee structure, or meeting frequency of the Board.

Committee Membership

All members of the Committee shall be "independent". The members of the Committee shall be appointed by the Board of Directors.

Committee Chairman

The Chairman of the Committee shall: (a) chair all meetings of the Committee; (b) chair meetings of non-employee directors; and (c) perform such other activities as from time to time are requested by the other directors or as circumstances indicate.

Committee's Goals and Responsibilities

1. The Committee shall establish the Board's criteria for selecting new directors.
2. The Committee shall make regular reports to the Board.
3. The Committee shall review Committee member qualifications, appointment and removal and Committee structure and operations (including authority to delegate to subcommittees).
4. The Committee shall have sole authority to retain and terminate any search firm to be used to identify director candidates and shall have sole authority to approve the search firm's fees and other retention terms.
5. The Committee shall review and reassess the adequacy of this Charter annually and recommended any proposed changes to the Board for approval.

Appendix D

PRECISION AUTO CARE, INC.

2015 EMPLOYEE STOCK OPTION AND RESTRICTED STOCK PLAN

EFFECTIVE February 18, 2015

1. Purpose

The proper execution of the duties and responsibilities of the executives and key employees of Precision Auto Care, Inc. (the "Corporation") and its Subsidiaries is a vital factor in the continued growth and success of the Corporation. Toward this end, it is necessary to attract and retain effective and capable individuals to assume positions that contribute materially to the successful operation of the business of the Corporation and its Subsidiaries. It will benefit the Corporation, therefore, to bind the interests of these persons more closely to its own interests by offering them an attractive opportunity to acquire a proprietary interest in the Corporation and thereby provide them with added incentive to remain in the service of the Corporation and its Subsidiaries and to increase the prosperity, growth, and earnings of the Corporation. This stock option and restricted stock plan is intended to serve these purposes.

2. Definitions

The following terms wherever used herein shall have the meanings set forth below.

(a) The term "Award" means award of an Option or a Restricted Share under the Plan.

(b) The term "Board of Directors" means the Board of Directors of the Corporation.

(c) The term "Change in Control of the Corporation" means a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of the Regulation 14A promulgated under the Exchange Act, whether or not the Corporation is in fact required to comply therewith, provided that, without limitation, such a change in control shall be deemed to have occurred if: (i) any entity, person or group, within the meaning of Section 13(d)(3) or Section 14(d)(2) of the Exchange Act, as amended, other than the Company or any of its Subsidiaries, any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Subsidiaries, or any party to whom the shares of the Company's Common Stock is attributed under Section 318 of the Code, shall have become the beneficial owner of, or shall have obtained voting control over, more than fifty percent (50%) of the outstanding shares of the Company's Common Stock; (ii) during any period of two consecutive years (not including any period prior to the adoption of the Plan), individuals who at the beginning of such period constitute the Board and any new director (other than a director designated by a person who has entered into an agreement with the Corporation to effect a transaction described in clauses(A) or (D) of this definition) whose election by the Board or nomination for election by the Corporation's stockholders was approved by a vote of at least two thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute a majority of the Board; (iii) the stockholders of the Corporation approve a merger, share exchange, or consolidation of the Corporation with any other corporation, other than a merger, share exchange or consolidation that would result in the voting securities of the Corporation outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) at least 50% of the combined voting power of the voting securities of the Corporation of such surviving entity outstanding immediately after such merger, share exchange or consolidation, or (iv) the stockholders of the Corporation approve a plan of complete liquidation of the Corporation or an agreement for the sale of disposition by the Corporation of all, or substantially all, the Corporation's assets, other than to a Subsidiary.

(d) The term "Code" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

(e) The term "Committee" means the Organization and Compensation Committee of the Board of Directors, which shall consist of two or more members.

(g) The term "Corporation" means Precision Auto Care, Inc., a Virginia corporation.

(h) The term "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(i) The term "Fair Market Value" of the Common Stock means: (i) the average on the applicable date of the high and low prices of a share of Common Stock on the principal national securities exchange on which shares of Common Stock are then trading, or if shares were not traded on such date, then on the next preceding date on which a trade occurred; (ii) if Common Stock is not traded on a national securities exchange but is quoted on one of the OTC Market tiers or a successor quotation system, the last reported sale price on such date as reported by OTC Markets or such successor quotation system; (iii) if Common Stock is not traded on a national securities exchange and is not reported on any of the OTC Market tiers or a successor quotation system, the closing bid price (or average bid prices) last quoted on such date by an established quotation service for over-the-counter securities; or (iv) if Common Stock is not traded on a national securities exchange, is not reported on any of the Market Place tiers or a successor quotation system, and is not otherwise

publicly traded on such date, then the Fair Market Value shall be determined by the Committee, acting in good faith using a reasonable application of a reasonable method taking into consideration the provisions of the Treasury Regulations promulgated under Section 409A of the Code, and such determination shall be final and binding for all purposes of the Plan.

(j) The term "Incentive Stock Option" means any Option granted pursuant to the Plan that is designated as an Incentive Stock Option and which satisfies the requirements of Section 422(b) of the Code.

(k) The term "Nonqualified Stock Option" means any Option granted pursuant to the Plan that is not an Incentive Stock Option.

(l) The term "Option" or "Stock Option" means a right granted pursuant to the Plan to purchase shares of Common Stock.

(m) The term "Option Agreement" means the written agreement representing Options granted pursuant to the Plan as contemplated by Paragraph 7 of the Plan.

(n) The term "Plan" means the Precision Auto Care, Inc. 2015 Employee Stock Option and Restricted Stock Plan, as amended from time to time.

(o) The term "Restricted Share" means a share of Common Stock awarded under the Plan.

(p) The term "Restricted Stock Agreement" means the agreement between the Corporation and the recipient of a Restricted Share that contains the terms, conditions, and restrictions pertaining to such Restricted Share.

(q) The term "Subsidiary" or "Subsidiaries" means a corporation more than fifty percent (50%) of whose voting stock is owned by Precision Auto Care, Inc., directly or indirectly.

3. Effective Date of the Plan

The Plan is effective as of February 18, 2015, the date on which the Plan was approved by the Board of Directors. The Plan is conditioned on the approval of the shareholders of the Company within twelve (12) months after the date the Plan was so adopted by the Board.

4. Administration

(a) The Plan shall be administered by the Committee.

(b) The Committee may establish, from time to time and at any time, subject to the approval of the Board of Directors and subject to the limitations of the Plan as set forth herein, such rules and regulations and amendments and supplements thereto, as it deems necessary to comply with applicable law and regulation and for the proper administration of the Plan. A majority of the members of the Committee shall constitute a quorum. The vote of a majority of a quorum shall constitute action by the Committee.

(c) The Committee shall from time to time submit to the Board of Directors for its approval the names of those key employees who, in its opinion, should receive Awards, and shall recommend the numbers of shares on which Awards should be granted to each such person and the nature of the Awards to be granted.

(d) Awards shall be granted by the Corporation and shall become effective only after prior approval of the Board of Directors, and upon the execution of an Option Agreement or a Restricted Stock Agreement, as applicable, between the Corporation and the recipient of the Award.

(e) The Committee's interpretation and construction of the provisions of the Plan and the rules and regulations adopted by the Committee shall be final, unless otherwise determined by the Board of Directors. No member of the Committee or the Board of Directors shall be liable for any action taken or determination made, in respect of the Plan, in good faith.

5. Participation in the Plan

(a) Participation in the Plan shall be limited to the executives and key employees of the Corporation and its subsidiaries who shall be designated by the Committee and approved by the Board of Directors.

(b) No member of the Board of Directors who is not also an employee of the Corporation shall be eligible to participate in the Plan.

6. Stock Subject to the Plan

(a) There shall be reserved for the granting of Awards pursuant to the Plan, and for issuance and sale pursuant to such Awards, Five Hundred Thousand (500,000) shares of Common Stock. To determine the number of shares of Common Stock available at any time for the granting of Awards, there shall be deducted from the total number of reserved shares of Common Stock, the number of shares of Common Stock in respect of which Awards have been made pursuant to the Plan that are still outstanding or have been exercised. The shares of Common Stock to be issued in connection with Awards made pursuant to the Plan shall be made available from the authorized and unissued shares of Common Stock. If for any reason shares of Common Stock as to which an Award has been made are forfeited or otherwise cease to be subject to purchase thereunder, then such shares of Common Stock again shall be available for issuance in connection with Awards made pursuant to the Plan.

(b) In the event of reorganization, recapitalization, stock split, stock dividend, combination of shares of Common Stock, merger, consolidation, share exchange, acquisition of property or stock, or any change in the capital structure of the Corporation, the Committee shall make such adjustments as may be appropriate, in its discretion, in the number and kind of shares reserved for Awards and in the number, kind, and price of shares covered by Awards made pursuant to the Plan; provided, however, that any such adjustment shall be made only to the extent that it does not subject any Options to section 409A of the Code.

7. Terms and Conditions of Options

(a) Each Option granted pursuant to the Plan shall be evidenced by an Option Agreement in such form as the Committee from time to time may determine.

(b) The exercise price per share for Options shall be established by the Board of Directors upon the recommendation of the Committee at the time of the grant of Options pursuant to the Plan and shall not be less than the Fair Market Value of a share of Common Stock on the date on which the Option is granted. If the Board of Directors does not establish a specific exercise price per share at the time of grant, the exercise price per share shall be equal to the Fair Market Value of a share of Common Stock on the date of grant of the Option.

(c) Each Option, subject to the other limitations set forth in the Plan, may extend for a period of up to ten (10) years from the date on which it is granted. The term of each Option shall be determined by the Board of Directors at the time of grant of the Option, provided that if no term is established by the Board of Directors, the term of the Option shall be ten (10) years from the date on which it is granted.

(d) The Board of Directors, upon recommendation of the Committee, may provide in the Option Agreement that the right to exercise each Option for the number of shares subject to each Option shall vest in the Option holder over such period of time as the Committee, in its discretion, shall determine for each Option holder. If the Committee does not designate a vesting schedule, the Option granted to the Option holder shall not be exercisable until three (3) years after the date of grant, at which time the Option will be fully exercisable. Notwithstanding the foregoing, each Option Agreement shall provide that upon the occurrence of a Change in Control of the Corporation, all Options then outstanding shall become immediately exercisable; except that if the Corporation and the other party to the transaction constituting a Change in Control of the Corporation agree that such transaction is to be treated as a "pooling of interests" for financial reporting purposes, and if such transaction in fact is so treated, then the acceleration of exercisability shall not occur to the extent that the Corporation's independent accountants and such other party's independent accountants each determine in good faith that such acceleration would preclude the use of "pooling of interests" accounting.

(e) Options shall be nontransferable and non-assignable, except that Options may be transferred by testamentary instrument or by the laws of descent and distribution.

(f) Upon voluntary or involuntary termination of an Option holder's active employment for any reason (including illness or disability), his Option and all rights thereunder shall terminate effective at the close of business on the date the Option holder ceases to be an active, regular employee of the Corporation or any of its Subsidiaries, except: (i) to the extent previously exercised; and (ii) as provided in subparagraphs (g), (h), and (i) of this Paragraph 7.

(g) In the event an Option holder: (i) takes a leave of absence from the Corporation or any of its Subsidiaries for personal reasons or as a result of entry into the armed forces of the United States, or any of the departments or agencies of the United States government; or (ii) terminates his employment or ceases providing services to the Corporation and any of its Subsidiaries, by reason of illness, disability, voluntary termination with the consent of the Committee, or other special circumstances, the Committee may consider his case and may take such action in respect of the related Option Agreement as it may deem appropriate under the circumstances, including accelerating the time previously granted Options may be exercised and extending the time following the Option holder's termination of

active employment during which the Option holder is entitled to purchase the shares of Common Stock subject to such Options, provided that in no event may any Option be exercised after the expiration of the term of the Option.

(h) If an Option holder dies during the term of his Option without having fully exercised his Option, the executor or administrator of his estate or the person who inherits the right to exercise the Option by bequest or inheritance shall have the right within ninety (90) days of the Option holder's death to purchase the number of shares of Common Stock that the deceased Option holder was entitled to purchase at the date of his death, after which the Option shall lapse, provided that in no event may any Option be exercised after the expiration of the term of the Option.

(i) If an Option holder terminates employment without having fully exercised his Option due to his retirement with the consent of the Corporation, then such Option holder shall have the right within ninety (90) days of the Option holder's termination of employment to purchase the number of shares of Common Stock that the Option holder was entitled to purchase at the date of his termination, after which the Option shall lapse, provided that in no event may any Option be exercised after the expiration of the term of the Option. The Committee may cancel an Option during the ninety-day period referred to in this paragraph, if the Participant engages in employment or activities contrary, in the opinion of the Committee, to the best interests of the Corporation. The Committee shall determine in each case whether a termination of employment shall be considered a retirement with the consent of the Corporation, and, subject to applicable law, whether a leave of absence shall constitute a termination of employment. Any such determination of the Committee shall be final and conclusive, unless overruled by the Board of Directors.

(j) The granting of an Option pursuant to the Plan shall not constitute or be evidence of any agreement or understanding, express or implied, on the part of the Corporation to retain or employ the Option holder for any specified period.

(k) In addition to the general terms and conditions set forth in this Paragraph 7 in respect of Options granted pursuant to the Plan, Incentive Stock Options granted pursuant to the Plan shall be subject to the following additional terms and conditions:

(i) “Incentive stock options" shall be granted only to individuals who, at the date of grant of the Option, are regular, full-time employees of the Corporation or any of its Subsidiaries;

(ii) No employee who owns beneficially more than 10% of the total combined voting power of all classes of stock of the Corporation shall be eligible to be granted an "incentive stock option," unless the exercise price per share is at least One Hundred Ten Percent (110%) of the Fair Market Value of the Common Stock subject to the Option on the date of grant of the Option and the Option, by its terms, is not exercisable after the expiration of five years from the date the Option is granted.

(iii) To the extent aggregate fair market value (determined at the time the Option is granted) of the shares of Common Stock in respect of which an Option is exercisable for the first time by the Option holder during any calendar year (and taking into account all "incentive stock option" plans of the Corporation and its Subsidiaries) exceeds $100,000, that number of whole shares for which an option issued hereunder is exercisable with an aggregate fair market value in excess of this $100,000 limit shall not be treated as having been granted under an “incentive stock option"; and

(iv) Any other terms and conditions specified by the Board of Directors that are not inconsistent with the Plan, except that such terms and conditions must be consistent with the requirements for "incentive stock options" under Section 422 of the Code.

8. Methods of Exercise of Options

(a) An Option holder (or other person or persons, if any, entitled to exercise an Option hereunder) desiring to exercise an Option granted pursuant to the Plan as to all or part of the shares of Common Stock covered by the Option shall: (i) notify the Corporation in writing at its principal office at 748 Miller Drive, S.E., Leesburg, Virginia 20175 (or any subsequent principal office) to that effect, specifying the number of shares of Common Stock to be purchased and the method of payment therefor; and (ii) make payment or provisions for payment for the shares of Common Stock so purchased in accordance with this Paragraph 8. Such written notice may be given by means of email or a facsimile transmission. If email or a facsimile transmission is used, the Option holder should mail the original executed copy of the written notice to the Corporation promptly thereafter.

(b) Payment or provision for payment shall be made as follows:

(i) The Option holder shall deliver to the Corporation, at the address set forth in subparagraph 8(a), United States currency in an amount equal to the aggregate purchase price of the shares of Common Stock as to which such exercise relates; or

(ii) The Option holder shall tender to the Corporation shares of Common Stock already owned by the Option holder that, together with any cash tendered therewith, have an aggregate fair market value (determined based on the Fair Market Value of a share of Common Stock on the date the notice set forth in subparagraph 8(a) is received by the Corporation) equal to the aggregate purchase price of the shares of Common Stock as to which such exercise relates; or

(iii) The Option holder shall deliver to the Corporation an exercise notice together with irrevocable instructions to a broker to deliver promptly to the Corporation the amount of sale or loan proceeds necessary to pay the aggregate purchase price of the shares of Common Stock as to which such exercise relates and to sell the shares of Common Stock to be issued upon exercise of the Option and deliver the cash proceeds, less commissions and brokerage fees, to the Option holder or to deliver the remaining shares of Common Stock to the Option holder.

Notwithstanding the foregoing provisions, the Committee and the Board of Directors, in granting Options pursuant to the Plan, may limit the methods in which an Option may be exercised by a person and, in processing any purported exercise of an Option granted pursuant to the Plan, may refuse to recognize the method of exercise selected by the Option holder (other than the method of exercise set forth in subparagraph 8(b)(i).

(c) In addition to the alternative methods of exercise set forth in subparagraph (b), holders of Nonqualified Stock Options shall be entitled, at or prior to the time the written notice provided for in subparagraph 8(a) is delivered to the Corporation, to elect to have the Corporation withhold from the shares of Common Stock to be delivered upon exercise of the Nonqualified Stock Option that number of shares of Common Stock (determined based on the Fair Market Value of a share of Common Stock on the date the notice set forth in subparagraph 8(a) is received by the Corporation) necessary to satisfy any withholding taxes attributable to the exercise of the Nonqualified Stock Option. Alternatively, such holder of a Nonqualified Stock Option may elect to deliver previously owned shares of Common Stock upon exercise of the Nonqualified Stock Option to satisfy any withholding taxes attributable to the exercise of the Nonqualified Stock Option. If the Board of Directors does not include any provisions relating to this withholding feature in its resolutions granting the Nonqualified Stock Option or in the Option Agreement, however, the maximum amount that an Option holder may elect to have withheld from the shares of Common Stock otherwise deliverable upon exercise or the maximum number of previously owned shares an Option holder may deliver shall be equal to the minimum federal and state withholding. Notwithstanding the foregoing provisions, the Committee or the Board of Directors may include in the Option Agreement relating to any such Nonqualified Stock Option provisions limiting or eliminating the Option holder's ability to pay his withholding tax obligation with shares of Common Stock or, if no such provisions are included in the Option Agreement but in the opinion of the Committee or the Board of Directors such withholding would have an adverse tax, accounting, or other effect to the Corporation, at or prior to exercise of the Nonqualified Stock Option, the Committee or the Board of Directors may so limit or eliminate the Option holder's ability to pay his withholding tax obligation with shares of Common Stock. Notwithstanding the foregoing provisions, a holder of a Nonqualified Stock Option may not elect any of the methods of satisfying his withholding tax obligation in respect of any exercise if, in the opinion of counsel to the Corporation, such method would not be in compliance with all applicable laws and regulations.

(d) An Option holder at any time may elect in writing to abandon an Option in respect of all or part of the number of shares of Common Stock as to which the Option shall not have been exercised.

(e) An Option holder shall have none of the rights of a stockholder of the Corporation until the shares of Common Stock covered by the Option are issued to him upon exercise of the Option.

9. Terms and Conditions of Restricted Share Awards

(a) Each award of Restricted Shares under the Plan shall be evidenced by a Restricted Stock Agreement between the recipient and the Corporation. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Agreements entered into under the Plan need not be identical.

(b) Restricted Shares may be sold or awarded under the Plan for such consideration as the Committee may determine, including (without limitation) cash, cash equivalents, full-recourse promissory notes, past services and future services; provided, however, that to the extent an Award consists of newly issued Restricted Shares, the Award recipient shall furnish consideration with a value not less than the par value of such Restricted Shares in the form of cash equivalents or past services rendered to the Corporation or its Subsidiaries, as the Committee may determine.

(c) Each award of Restricted Shares may or may not be subject to vesting. If an award of Restricted Shares is not subject to vesting, the issuance of such vested Restricted Shares may or may not be conditioned on satisfaction of conditions specified in the Restricted Stock Agreement. Vesting (for unvested awards) shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Agreement. A Restricted Stock Agreement may provide for accelerated vesting in the event of the Participant's death, disability, retirement, or other events. Notwithstanding the foregoing, each Restricted Stock Agreement shall provide that all Restricted Stock Shares subject to the agreement shall become fully vested (or shall be issued for Restricted Shares that will be fully vested when issued) in the event that a Change in Control occurs with respect to the Corporation, except if the Corporation and the other party to the transaction constituting a Change in Control of the Corporation agree that such transaction is to be treated as a "pooling of interests" for financial reporting purposes, and if such transaction in fact is so treated, then the acceleration of vesting or issuance shall not occur to the extent that the Corporation's independent accountants and such other party's independent accountants each determine in good faith that such acceleration would preclude the use of "pooling of interests" accounting.

(d) The holders of the Restricted Shares awarded under the Plan shall have the same voting, dividend, and other rights as the Corporation's other shareholders once such Restricted Shares have been issued. A Restricted Stock Agreement, however, may require that the holders of restricted Shares invest any cash dividends received in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the Award with respect to which the dividends were paid.

10. Amendments and Discontinuance of the Plan

The Board of Directors shall have the right at any time and from time to time to amend, modify, or discontinue the Plan provided that, except as provided in subparagraph 6(c), no such amendment, modification, or discontinuance of the Plan shall: (i) revoke or alter the terms of any Award previously granted pursuant to the Plan; (ii) increase the number of shares of Common Stock to be reserved for issuance and sale pursuant to Awards granted pursuant to the Plan; (iii) change the maximum aggregate number of shares of Common Stock that may be issued upon or in connection with Awards granted pursuant to the Plan to any single individual; (iv) decrease the price determined pursuant to the provisions of subparagraph 7(b); (v) change the class of persons to whom Awards may be made pursuant to the Plan; or (vi) provide for Options exercisable more than I 0 years after the date granted.

11. Plan Subject to Governmental Laws and Regulations

The Plan and the terms of the Awards made pursuant to the Plan shall be subject to final all applicable governmental laws and regulations. Notwithstanding any other provision of the Plan to the contrary, the Board of Directors may in its sole and absolute discretion make such changes in the Plan as may be required to conform the Plan to such laws and regulations.

12. Duration of the Plan

No Awards shall be granted under the Plan after ten years following February 18, 2015, the effective date adopted by the Board of Directors; *provided, however*, that all Awards granted under the Plan prior to such date shall remain in effect until: (i) in the case of Options, such Options have been exercised or terminated in accordance with the Plan and the terms of such Options, or (ii) in the case of an award of Restricted Stock, the Shares subject to such Award are no longer subject to any restrictions (including, without limitation, any risk of forfeiture) or have been returned to the Company in accordance with the Plan and the terms of the applicable Restricted Stock Agreement.

PRECISION AUTO CARE, INC.

PROXY SOLICITED BY THE BOARD OF DIRECTORS
FOR ANNUAL MEETING OF SHAREHOLDERS

TO BE HELD NOVEMBER 18, 2015

The undersigned hereby appoints Louis M. Brown, Jr., Robert R. Falconi and Frederick F. Simmons and each of them as proxies, each with the power to appoint his substitute, and hereby authorizes them to represent and vote, as set forth below, all the shares of Common Stock of Precision Auto Care, Inc., held of record by the undersigned on September 18, 2015, at the 2015Annual Meeting of Shareholders to be held on November 18, 2015, or any adjournment thereof.

1. Election of Five Directors to serve for a term of one year:

   Woodley A. Allen, Louis M. Brown, Jr., Alex J. Brown, Peter C. Keefe and Ronald J. Kolson

   [_] For all nominees [_] WITHHOLD authority for all nominees

   [_] For all, except authority withheld for nominees named below

INSTRUCTION: TO WITHHOLD AUTHORITY TO VOTE FOR ANY SUCH NOMINEE(S), WRITE THE NAME(S) OF THE NOMINEE(S) IN THE SPACE PROVIDED BELOW

---

2. Appointment of Yount, Hyde & Barbour, P.C. as independent auditors for the fiscal year ending June 30, 2016.

   [_] FOR [_] AGAINST [_] ABSTAIN

3. Approval of 2015 Employee Stock Option and Restricted Stock Plan

   [_] FOR [_] AGAINST [_] ABSTAIN

4. To transact such other business as may properly come before the meeting or any adjournment thereof.

Please sign your name(s) on reverse side

THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS. IF PROPERLY EXECUTED, IT WILL BE VOTED IN THE MANNER DIRECTED HEREIN BY THE UNDERSIGNED SHAREHOLDER(S). IF NO DIRECTION IS MADE, THIS PROXY WILL BE VOTED FOR ALL NOMINEES IN PROPOSAL 1. IN THEIR DISCRETION, THE PROXIES ARE AUTHORIZED TO VOTE UPON SUCH OTHER BUSINESS AS MAY PROPERLY COME BEFORE THE MEETING OR ANY ADJOURNMENT THEREOF.

Please sign your name exactly as it appears hereon. If shares are held jointly, all holders must sign. If you receive more than one proxy, please sign and return each of them. When signing in a fiduciary or representative capacity (attorney, executor, administrator, trustee, guardian, officer of corporation, etc.) please give full title as such. The signer hereby revokes all proxies heretofore given by the signer to vote at such meeting or any adjournment thereof.

Date _____, 2015

Signature _____

Signature _____

PLEASE MARK, SIGN, DATE AND RETURN THE PROXY CARD PROMPTLY USING THE ENCLOSED ENVELOPE.