## CURRENT REPORT

### OF

## SUPURVA HEALTHCARE GROUP, INC.

#### (OTC: SPRV)

DateofReport:September 12, 2016

Name of Company: SUPURVA HEALTHCARE GROUP, INC.

State of Incorporation: Delaware

Address of Principal Office: 2230 W. Champan Ave Suite 120, Orange, CA 92868

Company's Telephone Number: (501) 777-8004

SUPURVA HEALTHCARE GROUP, INC., (the "Company" or "SPRV") discloses the following material event:

Exhibit

# PURCHASE AND ASSIGNMENT AGREEMENT DUE TO DEFAULT FROM HALLMARK HOLDINGS, INC.

THIS PURCHASE AND ASSIGNMENT AGREEMENT (this "Agreement"), is entered into on September 6, 2016, by and between Todd Violette/Barclay Lyons LLC., 716 Yarmouth Road Suite 210, Palos Verdes Estates, CA 90274 (the "Assignor") and Giorgio Johnson, as an individual from Portland, Oregon. (the "Assignee").

WHEREAS, Assignor is the legal and beneficial owner of that certain Preferred Shares Class A of Lighthouse Petroleum, Inc., now known as Supurva Healthcare Group, Inc. (the "Company") and are being held in escrow at Brinen and Associates. These Shares were purchased by Hallmark Holding, Inc. which has default and failed to rectify the default therefore this purchase shall be for assumption of the purchase from Hallmark Holding, Inc.;

WHEREAS, the Assignor has disclosed to the Assignee the prior transaction details, default notices and all the general history regarding the agreements with Gerard Danos and Hallmark Holdings, Inc. and the Assignee still wants ownership of the Preferred A Shares of the Company; and

WHEREAS, the Assignees desires to become the substitute purchasers of the purchase and assignment agreement signed Gerard Danos September 1, 2013 and the Hallmark Holding, Inc. agreement with the Assignor for the Preferred A Shares. Gerard Danos has defaulted, thirty-day notice to cure has been served, acknowledgment of service has been publicly acknowledged by Gerard Danos, and the note

obligation remains in default. Hallmark has been notified of their default and acknowledge their default. The Assignee agrees to the consideration defined below for the right to be the substitute purchaser of Preferred Share Class A form the Assignor per the following modified terms to the September 1, 2013 agreement:

- 1. The Assignee shall be the purchaser of the Preferred A Shares of the Company; and
- 2. Since the Preferred A Shares represent the majority shareholder control of the Company, the Assignee undertakes to use his best effort to repay the outstanding loan obligation to the Assignor. The Assignees represents and warrants he acknowledges the debt is a true obligation of the Company and agrees the Company shall honor the obligation owed to the Assignor.
- 3. The Assignor shall be granted the exclusive rights to conduct the Supurva Healthcare Group, Inc. business model in all California counties and Imperial counties and the non-exclusive right to conduct business in the Dallas/Ft. Worth Metropolitan area.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties hereto agree as follows:

# 1. ASSIGNMENT.

1.1. Transfer of Transfer of the Shares: On the Closing Date (as set forth below), the Assignor with transfer any and all ownership rights of the Preferred Class A shares which represents controlling interest in the Company to the Assignee. The Escrow Agent will continue to hold the shares until the Assignee has fully paid the purchase price for the Preferred Class A share which is the balance of the amount described in the attached exhibits and term of the agreed upon.

1.2. Closing Procedures. The closing of the assignment contemplated hereunder shall take place upon the Assignee transferring \$10 to the Assignor within 2 days of the date of execution hereof (the "Closing Date") or such other date as mutually agreed by the parties hereto. On the Closing Date, the following shall take place:

(a) The Assignee represents the Escrow Agent has stock powers and the shares representing the transfer of the Preferred Shares to be held for the benefit of the Assignee.

3. EFFECTIVE DATE AND COUNTERPART SIGNATURE. This Agreement shall be effective as of the date first written above. This Agreement, and acceptance of same, may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Confirmation of execution by telex or by telecopy or telefax of a facsimile signature page shall be binding upon that party so confirming.

# 4. REPRESENTATIONS AND WARRANTIES - ASSIGNEE

4.1. Organization: Authority. The Assignee is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization with full right, corporate, partnership or other applicable power and authority to enter into and to consummate the transactions contemplated by this Agreement and otherwise to carry out its obligations thereunder, and the execution, delivery and performance by the Assignor of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or similar action on the part of the Assignee.

4.2. Binding Agreement: This Agreement, when executed and delivered by the Assignee, will constitute a valid and legally binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms, except (a) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies, or (c) to the extent the indemnification provisions contained herein may be limited by federal or state securities laws.

4.3. Investment Experience: Access to Information and Preexisting Relationship. The Assignee (a) either alone or together with its representatives, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of this investment and make an informed decision to so invest, and has so evaluated the risks and merits of such investment in the Assigned Debt, (b) has the ability to bear the economic risks of this investment and can afford a complete loss of such investment, (c) understands the terms of and risks associated with the acquisition of the Notes, including, without limitation, a lack of liquidity, price transparency or pricing availability and risks associated with the industry in which the Company operates, (d) has had the opportunity to review such disclosure regarding the Company, its business, its financial condition and its prospects as the Assignee has determined to be necessary in connection with the Assignment of the Assigned Debt.

4.4. Restrictions on Transfer. The Assignee understands that the Assigned Debt has not been registered under the Securities Act of 1933, as amended ("Securities Act") or the securities laws of any state.

4.5. Absence of General Solicitation. The Assignee is not accepting such Assignment as a result of any advertisement, article, notice or other communication regarding the Notes published in any newspaper, magazine or similar media or broadcast over television or radio or presented at any seminar or any other general solicitation or general advertisement.

4.6. No Conflicts. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, does or will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency, or court to which the Assignee is subject or any provision of its organizational documents or other similar governing instruments, or conflict with, violate or constitute a default under any agreement, credit facility, debt or other instrument or understanding to which the Assignee is a party.

4.7. Consents. No authorization, consent, approval or other order of, or declaration to or filing with, any governmental agency or body or other Person is required on the part of Assignee for the valid authorization, execution, delivery and performance by the Assignee of this Agreement and the consummation of the transactions contemplated hereby.

# 5. REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR

5.1. Ownership. Assignor sold the ownership right to Gerard Danos and parties which have default on their agreement to purchase the Preferred Class A Shares. Therefore, Assignee is assuming the position of Gerard Danos and parties by performing in the original purchase agreement and assuming ownership of the Preferred A Shares with an agreement to honor the original terms of the purchase agreement with the agreed modification stated above.

## 6. GENERAL PROVISIONS

6.1. Governing Law: Submissions to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTURED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. EACH PARTY AGREES THAT ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT SHALL BE BROUGHT IN A U.S. FEDERAL OR STATE COURT OF COMPETENT JURISDICTION SITTING IN THE STAE OF CALIFORNIA, IN THE STATE OF CALIFORNIA AND CITY OF LOS ANGELES. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY DEFENSE OF AN INCONVENIENT FORUM OR LACK OF PERSONAL JURISDICTION TO THE MAINTENANCE OF ANY ACTION OR PROCEEDING AND ANY RIGHT OF JURISDICTION OR VENUE ON ACCOUNT OF THE PLACE OF RESIDENCE OR DOMICILE OF ANY PARTY HERETO. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUREST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY. TRANSACTION CONTEMPLATED HEREBY.

6.2. Amendments. No provision hereof may be waived or modified other than by an instrument in writing signed by the party against whom enforcement is sought.

6.3. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

[Remainder of page intentionally left blank; Signature Page to follow]

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

ASSIGNOR:

\_\_\_\_\_/s/ Todd Violette\_\_\_\_\_ By: Todd Violette and BARCLAY LYONS LLC Date:

ASSIGNEE: Hallmark Holdings, Inc.

Shall be served notice as a defaulted party via email No Signature required

By: Robert Cashmen Title: President of Hallmark Holdings, Inc. A Nevada corporation. Date:

ASSIGNEE: Giorgio Johnson

\_\_\_\_/s/ Giorgio Johnson\_\_\_\_\_

By: Giorgio Johnson

Date:

The Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

SUPURVA HEALTHCARE GROUP, INC.,

By: <u>/s/: JIM FAROOQUE</u> JIM FAROOQUE Chief Executive Officer