

**PERMIT TO USE TRANSMITTER FACILITY**  
**31072**

Pursuant to a minute order adopted by the City Council of the CITY OF LONG BEACH, a municipal corporation, ("City") at its meeting on February 17, 2009, the City hereby grants to ST. MARY MEDICAL CENTER, ("Permittee"), whose address is 1050 Linden Avenue, Long Beach, California 90813, a permit ("Permit") for the nonexclusive use of City's radio transmitter facilities located city wide, in the City of Long Beach ("Transmitter Facility") on the following terms and conditions:

1. Permission. City hereby grants Permittee permission to use the Transmitter Facility for the transmission of radio signals from Permittee's equipment. The permission granted hereby includes space on the Transmitter Facility (as designated by City) and space in the tenant room in the radio equipment building at the base of said tower (in a size and location designated by City).

A. This Permit allows for the installation of one transmitter/receiver (otherwise known as a transceiver) unit ("Equipment"). Written permission of City must be obtained prior to the installation of any additional transmitter/receiver units or other equipment.

B. Use by Permittee of the Equipment shall be limited to those uses allowed under the applicable rules of the Federal Communications Commission ("FCC") or the Interdepartment Radio Advisory Committee of the National Transmission and Information Administration ("IRAC") governing the original authorization granted, or to be granted by the FCC and/or IRAC governing the original authorization granted, or to be granted by the FCC and/or IRAC to Permittee on or about the date of this permit. The Equipment shall be used for no other purpose including any future modifications of uses allowed under rule changes by the FCC and/or IRAC affecting Permittee's original authorization unless approved in writing in advance by City, which approval shall not be unreasonably withheld. The Equipment shall be completely remote controlled and

unattended, except for repair and maintenance under paragraph 6 below.

C. Permittee accepts the Transmitter Facility "as is" with no additional improvements to be furnished by City. City shall have no responsibility for the condition of the Transmitter Facility or for any damage suffered by Permittee or any person due to such condition. Permittee shall not use nor permit the use of the Transmitter Facility in any manner which will create a nuisance or interfere with or disturb the use of other permittees of the Transmitter Facility.

D. City shall not be liable for interruptions of service caused by strikes, lockouts, facility closures, losses of accessibility, telephone and power failures, governmental acts, and any other condition beyond the control of City.

2. Term. This Permit shall be deemed to have commenced on March 1, 2009, and shall terminate on September 30, 2014, unless sooner terminated as provided herein. Thereafter, the City shall have the option to renew the Permit for one (1) additional five (5) year term, unless either party gives written notice to the other party at least ninety (90) days prior to the expiration of the term or a renewal term, of such party's intention not to renew this Permit.

3. Equipment and Installation. Permittee shall, at its sole cost and expense, furnish and install the Equipment according to the Technical Site Rules ("Rules"), adopted pursuant to the MOP (defined below) a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

City shall have the right to inspect installation of the Equipment prior to activation of the system to determine compliance by Permittee with the Rules. If the inspection discloses that the Equipment is not installed in compliance with the Rules, Permittee shall, at its sole cost, make any adjustments required to comply with the Rules. If Permittee fails to make the required adjustments within fifteen (15) days after receipt of written notice from City, Permittee shall be in default under this Permit and the provisions of paragraph 17 shall apply. Permittee shall not modify its installation of the Equipment without first obtaining the written approval of City.

1                   4.     Master Operating Plan. Permittee acknowledges and understands  
2 that the City and Spanish Broadcasting System ("SBS") have adopted a Master  
3 Operation Plan/Signal Hill Consolidation Area (the "MOP"), a copy of which is attached  
4 hereto as Exhibit "B" and incorporated herein by this reference. The MOP sets forth the  
5 operational procedures and guidelines to be followed by the City, as owner and operator  
6 of the Transmitter Facility, SBS, as owner and operator of the Spanish Broadcasting  
7 Tower Facility ("SBS Tower" and, together with the Transmitter Facility, the "Consolidated  
8 Site"), and Mountain Union Telecom ("MUT"), manager of the SBS Tower, in their  
9 operation of the Consolidated Site. The procedures and standards of the MOP are  
10 designed and intended to (i) promote cooperation among the tower owners, tower  
11 managers and tower users, (ii) create a safe working environment, and (iii) prevent or  
12 minimize interference among tower users. By executing this Permit, Permittee  
13 acknowledges and agrees to observe and be bound by the terms and conditions of the  
14 MOP and the Rules to the extent applicable to work being performed or services provided  
15 under this Permit.

16                   5.     Entry to Site. Permittee shall have the right of entry to the tenant  
17 equipment room for inventory control, inspection and maintenance and repair of the  
18 Equipment (unless maintained by City under a separate agreement) in accordance with  
19 the Rules. Permittee shall, within thirty (30) days of execution of this Permit, provide City  
20 with written notice of the identity of the service company(ies) and/or individuals who is/are  
21 authorized to have access to the Equipment for maintenance and repair purposes.  
22 Permittee shall not subcontract for services or provide access to any company other than  
23 the companies so identified without the prior written consent of the City. Permittee shall  
24 have no right of access to any other equipment located at the Transmitter Facility and no  
25 right of entry to City's tower. All work performed by Permittee at the Transmitter Facility  
26 shall conform to the Motorola Quality Standards — Fixed Network Installation — R56  
27 ("Quality Standards"), a copy of which is available at the Transmitter Facility.

28                   6.     Maintenance of Equipment. Permittee shall maintain the Equipment

1 in good condition and repair. Permittee shall also keep the area of its installation in a  
2 neat, orderly and safe condition and free of waste, rubbish and debris.

3 7. Coverage and Interference. City makes no representation or  
4 warranty as to the area of communications coverage to and from the Transmitter Facility.  
5 Permittee acknowledges and agrees that Permittee's signal is subject to degradation of  
6 transmission and performance from natural and man-made phenomena, including but not  
7 limited to, solar flares, so-called "slip" interference, power lines and interference from  
8 users of the same and other frequencies. City shall not be responsible for interference  
9 caused by any such source or any other source beyond the control of City.

10 8. Utilities. City shall provide utilities (excluding telephone equipment  
11 and service) to the Transmitter Facility. Permittee shall arrange and pay for the  
12 installation, maintenance and service of any telephone lines and equipment it desires to  
13 use at the Transmitter Facility. City shall pay the cost of any gas, water and electrical  
14 power used at the Transmitter Facility (except that provided by Permittee's own power  
15 generating equipment, if any, installed in accordance with paragraph 3). The cost of gas,  
16 water and electrical power paid for by City may be allocated among all permittee of the  
17 Transmitter Facility based upon City's best estimate of each permittee's use of utilities at  
18 the Transmitter Facility.

19 9. Fee. Permittee shall pay to City as rental for use of the Transmitter  
20 Facility a fee ("Fee") computed on the basis of the charges listed and described in the  
21 Schedule of Rates attached hereto as Exhibit "C" and incorporated herein by this  
22 reference. The Fee shall be payable in advance on the first day of each month  
23 commencing March 1, 2009. Notwithstanding the foregoing, if installation of the  
24 Equipment is completed on a date other than the first day of the month, the Fee for the  
25 first month shall be pro-rated based on a thirty-day month.

26 A. The Fee shall be increased by the annual Consumer Price  
27 Index (CPI) or three and a half percent (3.5%) on each anniversary of the Effective  
28 Date during the Term and any renewal thereof.

1 B. The Fee shall also be adjusted when and if additional  
2 equipment is installed at the Transmitter Facility. The adjustment shall be based  
3 on the rates listed in Exhibit "C". The adjusted Fee shall be due and payable as of  
4 the first day of the month next succeeding the month in which installation of the  
5 additional equipment is completed.

6 C. The Fee shall be considered delinquent if it remains unpaid on  
7 the tenth (10th) day of the month for which such Fee is due. In addition to the  
8 Fee, Permittee shall pay City a late fee of ten (10%) percent or Fifty Dollars (\$50),  
9 whichever is greater, on all delinquent Fee payments. City may terminate this  
10 Permit and disconnect the Equipment if any Fee payment remains unpaid for sixty  
11 (60) days after the date it is due. Prior to reconnection of the Equipment,  
12 Permittee shall pay City a reconnection fee of Two Hundred Fifty Dollars (\$250) in  
13 addition to payment in full of the delinquent amount.

14 10. Indemnification of City. Permittee shall defend, protect, indemnify  
15 and hold City, its Boards and their officials, employees and agents harmless, from and  
16 against any loss, damage, demand, claim, cause of action, liability, cost or expense  
17 (including reasonable attorney's fees) of any kind whatsoever arising from (i) any breach  
18 or default by Permittee in the performance of its obligations under this Permit, (ii)  
19 Permittee's use of the Transmitter Facility, (iii) the conduct of Permittee's business at the  
20 Transmitter Facility, and (iv) from any activity, work or thing done, permitted or suffered  
21 by Permittee in or about the Transmitter Facility.

22 11. Indemnification of Permittee. City shall defend, protect, indemnify  
23 and hold Permittee, it officials, employees and agents harmless, from and against any  
24 loss, damage, demand, claim, cause of action, liability, cost or expense (including  
25 reasonable attorney's fees) of any kind whatsoever arising from (i) any breach or default  
26 by City in the performance of its obligations under this Permit (ii) City's use of the  
27 Transmitter Facility, (iii) the conduct of City's business at the Transmitter Facility,  
28 excluding, however any business conducted by other permitted or suffered by City in or

1 at the Transmitter Facility excluding, however, any activity, work or thing done by any  
2 other permittee at the Transmitter Facility.

3 12. Insurance. Prior to any new testing, construction, or installation by  
4 Permittee, prior to the effectiveness of this Permit, and in partial performance of  
5 Permittee's obligations hereunder, Permittee shall procure and maintain the following  
6 insurance coverages at Permittee's sole expense for the duration of this Permit and any  
7 extensions, renewals, or holding over thereof, from insurance companies admitted  
8 (authorized) to write insurance in the State of California or from non-admitted (surplus  
9 lines) insurers that are on California's List of Eligible Surplus Lines Insurers (LESLI) and  
10 that have a minimum rating of or equivalent to A:VIII by A.M. Best Company.

11 (a) Commercial General Liability Insurance (equivalent in coverage scope  
12 to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not  
13 less than Five Million Dollars (\$5,000,000) per occurrence and in general aggregate.  
14 This insurance shall include coverage for electric and magnetic fields (EMF) liability,  
15 environmental impairment liability, explosion, collapse, and underground (XCU) hazards,  
16 products and completed operations liability and shall not exclude or limit coverage for  
17 contractual liability, independent contractors, or cross liability protection. This insurance  
18 shall be endorsed to include City and its officials, employees, and agents as additional  
19 insureds (by an endorsement equivalent in coverage scope to ISO form CG 20 26 11 85)  
20 and to waive the insurer's rights of subrogation against City and its officials, employees,  
21 and agents.

22 (b) Workers' Compensation Insurance as required by the State of California  
23 Labor Code and employer's liability insurance in an amount not less than One Million  
24 Dollars (\$1,000,000) per accident or occupational illness.

25 (c) "All Risk" Property Insurance, including debris removal and builder's risk  
26 protection during the course of construction, covering the full replacement value of  
27 Permittee's personal property and improvements constructed on or about the Transmitter  
28 Facility. Permittee hereby waives all rights of subrogation, but only to the extent that

1 collectible commercial insurance, including a commercially reasonable deductible, is  
2 available for said damage.

3 All insurance required hereunder shall be separately endorsed to require at  
4 least thirty (30) days' prior written notice of cancellation (ten (10) days prior written notice  
5 for nonpayment of premium is acceptable), non-renewal, or material changes in coverage  
6 (other than reduction of limits due to claims paid) to City, and to provide that coverage  
7 shall be primary and not contributing to any other insurance or self-insurance maintained  
8 by City, or its officials, employees, and agents.

9 Permittee shall require any contractors or subcontractors to procure and  
10 maintain the insurance required herein unless otherwise agreed in writing by City's Risk  
11 Manager or designee.

12 Upon last execution of this Permit, Permittee shall deliver to City certificates  
13 of insurance and the required endorsements evidencing the coverage required by this  
14 Permit, including the certificates and endorsements of any Permittee's contractors and  
15 subcontractors. The certificates and endorsements for each insurance policy shall  
16 contain the original signatures of persons authorized by that insurer to bind coverage on  
17 its behalf. Permittee shall provide City with copies of certificate of insurance and  
18 endorsements for renewal policies within thirty (30) days of policy termination. If  
19 Permittee fails to provide City with copies of certificates of insurance and endorsements  
20 for renewal policies within thirty (30) days of policy termination, then City shall have the  
21 right to require Permittee to deliver complete certificated copies of all said policies within  
22 thirty (30) days of Permittee's receipt of written notice from City requesting complete  
23 certified copies of all said policies.

24 Such insurance as required herein shall not be deemed to limit Permittee's  
25 liability relating to performance under this Permit. The procuring of insurance shall not be  
26 construed as a limitation on liability or as full performance of the indemnification and hold  
27 harmless provisions of this Permit.

28 Any modification or waiver of the insurance requirements herein shall be

1 made only with the written approval of City's Risk Manager or designee.

2           13.   Fee and Insurance Renegotiation. As required by the provisions of  
3 the Long Beach City Charter Section 1207(d), and in the event the term of this Permit is  
4 renewed for a fifth (5th) year, the parties agree to renegotiate the Fee and insurance  
5 coverages and limits of this Permit prior to renewing the term for a sixth (6th) year. The  
6 parties shall commence negotiations at least one hundred eighty (180) days prior to the  
7 expiration of the fifth (5th) year of the term of this Permit. If the parties cannot agree  
8 upon the adjusted Fee and insurance within ninety (90) days prior to the beginning of the  
9 sixth (6th) year, the Fee and insurance shall be determined by arbitration. The adjusted  
10 Fee (whether negotiated or determined by arbitration) shall be effective as of the first day  
11 of the first month of the sixth (6th) year regardless of when determined. If the adjusted  
12 Fee is not determined prior to the commencement of the sixth (6th) year, Permittee shall  
13 continue to pay fees in accordance with Fee in force during the fifth (5th) year of the term  
14 of this Permit. Upon determination of the adjusted Fee, Permittee shall promptly pay any  
15 difference due City.

16           14.   Compliance with Law.

17           A.   Permittee shall, at its sole cost and expense, comply with all  
18 Federal, State and local laws, rules, regulations and ordinances, including  
19 applicable FCC and IRAC rules and regulations governing the operation and use  
20 of the Equipment.

21           B.   Permittee shall, at its sole cost and expense, obtain all  
22 licenses and permits required by applicable law for the operation and use of the  
23 Equipment at the Transmitter Facility. Concurrent with the execution of this  
24 Permit, copies of the radio station authorization issued by the FCC or IRAC and  
25 the Special Use Permit issued by the U.S. Department of Agriculture, Forest  
26 Service, if applicable, shall be furnished to City by Permittee. All licenses and  
27 permits obtained by Permittee shall be posted at the Transmitter Facility.

28           C.   Permittee shall comply with all applicable federal, state and



1 local law, statute, rule, regulation and ordinances including, but not limited to any  
2 laws regulating the health and safety of tower occupants and workers ("Safety  
3 Standards"). Permittee shall establish, maintain and observe a program of  
4 compliance with all applicable Safety Standards ("Safety Compliance Program").  
5 On or before the commencement of business on the Transmitter Facility,  
6 Permittee shall submit its Safety Compliance Program, and any revisions thereto,  
7 to City's Wireless Communications Officer for review and approval; provided,  
8 however, that such review and approval shall not relieve Permittee of its  
9 independent obligation to comply with Safety Standards. Permittee shall monitor  
10 its compliance with Safety Standards and immediately halt and correct any  
11 incident of noncompliance. On August 1 of each calendar year during the term of  
12 this Permit, Permittee shall submit either a certificate that the Safety Compliance  
13 Program conforms to all applicable Safety Standards or a revised Safety  
14 Compliance Program conforming to the applicable Safety Standards.  
15 Notwithstanding the foregoing, Permittee shall not be in default under this Permit  
16 unless it fails to submit the certificate or a revised Safety Compliance Program  
17 within fifteen (15) days of request by City.

18 i. In the event of an incident of noncompliance with the  
19 Safety Standards or the Safety Compliance Program, Permittee, at its sole  
20 cost, shall (i) give City prompt notice of the incident, providing as much  
21 detail as possible, (ii) as soon as possible, but no later than the time  
22 required under the MOP after Permittee's discovery of an incident of  
23 noncompliance, submit a written report to City identifying, to the extent  
24 possible, the source or cause of the noncompliance and the method or  
25 action required to correct the problem, (iii) cooperate with City, the Signal  
26 Hill Consolidated Area Technical Committee ("CATC"), or its designee, with  
27 respect to the investigation of the incident of noncompliance, and (iv)  
28 promptly commence correction of the problem in accordance with

1 applicable Safety Standards and Safety Compliance Program and diligently  
2 prosecute the corrective action to completion within the time periods  
3 required under the MOP. The provisions of this subparagraph shall apply  
4 even if the incident of noncompliance is discovered for the first time during  
5 installation of the Equipment, and was not discovered during any feasibility  
6 review performed by or on behalf of Permittee.

7 ii. Notwithstanding the provisions of subparagraph 14.C.i  
8 above to the contrary, in the event the estimated cost of correcting an  
9 incident of noncompliance is more than One Thousand Dollars (\$1,000),  
10 either party may terminate this Permit by giving written notice of its decision  
11 to the other party. In the event this Permit is so terminated, the parties shall  
12 be released from their respective obligations hereunder, except for the  
13 indemnification obligations of Permittee under paragraph 10 above, and the  
14 obligations shall apply even if the incident of noncompliance is discovered  
15 for the first time during installation on the Equipment, and was not  
16 discovered during any feasibility review performed by or on behalf of  
17 Permittee.

18 iii. Except as provided for herein and in the MOP,  
19 Permittee shall be liable for all costs, expenses, losses, damages, actions,  
20 claims, penalties or fines arising from Permittee's failure to comply with the  
21 Safety Standards or the Safety Compliance Program including, but not  
22 limited to, a failure to comply with any reporting requirements of the Safety  
23 Standards, the Safety Compliance Program or the MOP.

24 iv. City shall have the right to conduct periodic inspections  
25 and audits of Permittee's compliance with the Safety Compliance Program.  
26 Permittee shall be given reasonable notice of, and shall have the right to  
27 have a representative present during, any such inspection or audit. The  
28 inspection or audit shall be during normal business hours unless the parties

1 agree otherwise. If City is required to notify any agency of any violations of  
2 Safety Standards discovered during any such audit or inspection, Permittee  
3 shall be given concurrent notice. City acknowledges that it is not the intent  
4 of paragraph 14.C to prohibit Permittee from conducting its operations.  
5 Permittee may conduct its operations according to the custom of the  
6 industry and all applicable Laws, so long as such use is in accordance with  
7 all Safety Standards, the Safety Compliance Program, this Permit and  
8 MOP.

9 15. Assignment. This Permit is personal to Permittee and shall not be  
10 assigned or otherwise transferred, including assignment by attachment, insolvency or  
11 bankruptcy (voluntary or involuntary), or receivership, without the prior, written consent of  
12 City. Any attempted assignment or transfer shall confer no rights on the proposed  
13 transferee and result in the immediate revocation of this Permit.

14 16. No Title. This Permit grants Permittee only permission to use the  
15 Transmitter Facility as stated herein and Permittee acknowledges and agrees that  
16 Permittee acquires no right, title, or interest of any kind in the Transmitter Facility.

17 17. Default. Except as otherwise provided, if Permittee fails or refuses to  
18 pay any amount due hereunder when due, fails to observe or perform any covenant or  
19 condition of this Permit, or otherwise defaults in the performance of any other duty or  
20 obligation of Permittee and said failure continues for ten (10) calendar days after written  
21 notice from City of said default, City may immediately terminate this Permit. City may  
22 remove all of the Equipment, including any antennas and transmission line, at the  
23 expiration of fifteen (15) calendar days after termination of this Permit at Permittee's  
24 expense. If the Equipment is not removed by Permittee within the fifteen-day period, then  
25 City may hold and dispose of the Equipment in accordance with the provisions of  
26 applicable law or deliver it to Permittee, in which case the cost of removal and storage  
27 (from the time of termination) and delivery of the Equipment shall be added to the rental  
28 otherwise due under this Permit and paid within thirty (30) days of receipt by Permittee of

1 an invoice from City.

2 18. Revocation or Termination. In addition to termination under Section  
3 17 above, City may revoke this Permit for any reason by giving sixty (60) days' prior  
4 notice to Permittee. Permittee may terminate this Permit for any reason by giving sixty  
5 (60) days' prior notice to City.

6 19. Removal of Equipment. Within fifteen (15) calendar days of the  
7 expiration, termination, or revocation of this Permit, Permittee shall, at its sole cost and  
8 expense, remove the Equipment from the Transmitter Facility. Permittee shall restore the  
9 Transmitter Facility to the same condition as it was prior to Permittee's use, ordinary wear  
10 and tear excepted. If said Equipment is not taken away within the fifteen-day period, then  
11 City may deliver it to Permittee and the cost of removal, storage (from the time of  
12 expiration, termination, or revocation) and delivery of the Equipment shall be paid to City  
13 within thirty (30) days of receipt by Permittee of an invoice from City.

14 20. Possessory Interest. Permittee acknowledges that this Permit may  
15 create a possessory interest subject to possessory interest taxes, and Permittee shall  
16 pay said taxes prior to delinquency.

17 21. No Waiver. The failure or delay of City to insist on strict enforcement  
18 of the provisions of this Permit shall not be deemed a waiver of any right or remedy that  
19 City may have and shall not be deemed a waiver of any subsequent or other default of  
20 any provision of this Permit. The acceptance of all or part of any delinquent Permit Fee  
21 by City shall not be deemed a waiver of any other provision of this Permit, but shall only  
22 constitute a waiver of timely payment for the installment involved. Any waiver shall be in  
23 writing (except the waiver of timely payment by subsequent acceptance of an installment  
24 of the Permit Fee).

25 22. Miscellaneous.

26 A. Upon expiration or earlier termination of this Permit, all keys  
27 and access cards to the Transmitter Facility shall be returned to City. Permittee  
28 shall pay a fee of Twenty Five Dollars (\$25) for each key or card to cover all costs

1 incurred by City to replace a lost or stolen key or access card to the Transmitter  
2 Facility.

3 B. Upon expiration or earlier termination of the Permit, and  
4 except as may be required by City in connection with the removal of the  
5 Equipment, all keys to Equipment in the possession and control of City shall be  
6 returned to Permittee.

7 C. This Permit represents the entire agreement between the  
8 parties concerning the subject matter hereon and may not be modified or  
9 amended except in writing signed by the parties.

10 D. City shall not be responsible for loss of the Equipment by  
11 theft, fire, flood, burglary, vandalism, earthquake, or any other cause.

12 E. Any notice to be given under this Permit shall be in writing and  
13 may be personally delivered or deposited in the U.S. Postal Service to Permittee  
14 at the address first stated above and to City at 333 West Ocean Boulevard, 12th  
15 Floor, Long Beach, California 90802, Attn: Manager, Infrastructure Services, with a  
16 copy to the attention of the Wireless Communications Officer, 5580 Cherry  
17 Avenue, Long Beach, California 90805. Notice shall be deemed given on the date  
18 of personal delivery or two (2) days following the date of deposit in the mail,  
19 postage prepaid and addressed as first stated above.

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Permittee by signing below consents to and shall comply with the provisions of this Permit.

DATED this \_ day of \_\_\_\_\_, 2009.

ST. MARY MEDICAL CENTER

Date: MARCH 2, 2009, 2009

By: [Signature]

Title: PRESIDENT/CEO

Date: MARCH 2, 2009, 2009

By: [Signature]

Title: CHIEF FINANCIAL OFFICER

"PERMITTEE"

CITY OF LONG BEACH, A municipal corporation

Date: MARCH 26, 2009

By: [Signature]

Assistant City Manager

City Manager

"CITY"

EXECUTED PURSUANT TO SECTION 201 OF THE CITY CHARTER

This Permit is hereby approved as to form this 17<sup>th</sup> day of MARCH, 2009.

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy

## **Exhibit "C"**

### **Schedule of Rates for Tower Tenants**

Multi Port	\$120.00 per month
1/2 Rack	\$210.00 per month
1 Rack	\$300.00 per month
1 Antenna	\$120.00 per month
Micro 2	\$180.00 per month
Micro 4	\$360.00 per month
Micro 6	\$480.00 per month
Micro 8	\$600.00 per month
Micro 10	\$840.00 per month

Quotations for other equipment upon request