

EXHIBIT 3

10004-105-1999

\$250,000,000
(Aggregate Maximum Principal Amount)
CASS COUNTY, MISSOURI
TAXABLE INDUSTRIAL REVENUE BOND
(MEP PLEASANT HILL LLC PROJECT)
SERIES 1999

Dated as of December 14, 1999

BOND PURCHASE AGREEMENT

Cass County, Missouri
Cass County Courthouse
102 E. Wall
Harrisonville, MO 64701

On the basis of the representations, and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, MEP Pleasant Hill LLC, a Delaware limited liability company (the "Purchaser"), offers to purchase from the Cass County, Missouri (the "County"), the above-referenced Taxable Industrial Revenue Bond (MEP Pleasant Hill LLC Project) Series 1999, dated as provided in the Indenture (hereinafter defined), in the maximum aggregate principal amount of \$250,000,000 (the "Bond"), to be issued by the County, under and pursuant to an Ordinance adopted by the governing body of the County on December 13, 1999 (the "Ordinance") and a Trust Indenture, dated as of December 1, 1999 (the "Indenture") by and between the County and Commerce Bank, N.A., Kansas City, Missouri (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

SECTION 1. REPRESENTATIONS AND AGREEMENTS

(a) By the County's acceptance hereof the County hereby represents to the Purchaser that:

(1) The County is a first class county duly organized and validly existing under the laws of the State of Missouri. The County is authorized pursuant to the Constitution and laws of the State of Missouri, to authorize, issue and deliver the Bond and to consummate all transactions contemplated by this Bond Purchase Agreement, the Ordinance, the Indenture, the Lease Agreement dated as of December 14, 1999 (the "Lease Agreement") by and between the County and the Purchaser, the Development Agreement and any and all other agreements relating thereto. The proceeds of the Bond shall be used to finance the Project as defined in the Indenture and to pay for the costs incurred in connection with the issuance of the Bond.

(2) There is no controversy, suit or other proceeding of any kind pending or threatened wherein or whereby any question is raised or may be raised, questioning, disputing or affecting in any way the legal organization of the County or its boundaries, or the right or title of any of its officers to their respective offices, or the legality of any official act leading up to the issuance of the Bond or the constitutionality or validity of the obligations represented by the Bond or the validity of the Bond, the Lease Agreement, the Indenture or the Development Agreement.

(b) The Purchaser represents as follows:

(1) The Purchaser is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. The Purchaser has all necessary licenses and permits required in order to carry on its business as currently conducted and has or will obtain all necessary licenses and permits in connection with the construction, renovation and operation of the Project. The Purchaser is not in violation of and has not received any notice of an alleged violation of or liability under any zoning, land use, environmental, pollution control, hazardous waste or similar laws or regulations that would have a material adverse effect on its operations or financial condition and has full right, power and authority to authorize, approve, enter into, execute and deliver the Lease, the Development Agreement and this Bond Purchase Agreement (collectively, the "Purchaser Documents") and to perform such other acts and things as are provided in the Purchaser Documents.

(2) *No Conflict or Breach.* The execution, delivery, performance (where applicable) and approval by the Purchaser of the Purchaser Documents, and full compliance by it with the provisions of the Purchaser Documents, have been duly authorized by all necessary action of the Purchaser and do not and will not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any law, court or administrative regulation, decree or order applicable to or binding upon Purchaser, or any agreement, indenture, mortgage, lease or instrument to which the Purchaser is a party or by which it is bound.

(3) *Approvals.* The Purchaser has duly authorized all necessary action to be taken by it for: (i) the issuance and sale of the Bonds by the County upon the terms and conditions set forth herein and in the Indenture, and (ii) the execution, delivery and performance (where applicable) of the Purchaser Documents and any and all such other agreements and documents as may be required to be executed, delivered and performed by it in order to carry out, effectuate and consummate the transactions contemplated hereby and by such Purchaser Documents.

(4) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser or to the knowledge of the Purchaser, any meritorious basis therefor, wherein an unfavorable decision, ruling or finding could have a material and adverse effect on the financial condition of the Purchaser or the operation by the Purchaser of its property or of the transactions contemplated by the Purchaser Documents or on the validity or enforceability in accordance with their respective terms of the Purchaser Documents or any other agreement or instrument to which Purchaser is a party or by which it is or may be bound or would in any way contest the existence or powers of Purchaser.

(5) *Documents Legal, Valid and Binding.* The Purchaser shall, on or before the Closing Date, execute and deliver the Purchaser Documents. When executed and delivered by

the Purchaser, the Purchaser Documents will be, and this Bond Purchase Agreement is, legal, valid and binding obligations, enforceable in accordance with their respective terms, subject, as to enforcement, to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally and further subject to the availability of equitable remedies.

(6) *Purchaser's Certificates.* Any certificate signed by an authorized officer or agent of the Purchaser and delivered to the County shall be deemed a representation and warranty by Purchaser to such parties as to the statements made therein.

(7) *No Default Under Purchaser Documents.* No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default by Purchaser under the Purchaser Documents.

(8) *Title.* The Purchaser has good and marketable fee simple title in the Project Site which it will transfer to the County at Closing Date, and has good and marketable title to its other property, in each case free and clear of all liens, except encumbrances which do not materially adversely affect the Purchaser or its operations.

SECTION 2. PURCHASE, SALE AND DELIVERY OF THE BOND

On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth and in the Indenture, the Purchaser agrees to purchase from the County and the County agrees to sell to the Purchaser the Bond on the terms and conditions set forth herein.

The Bond shall be sold to the Purchaser by the County on the Closing Date (hereinafter defined) upon payment of an amount equal to the Closing Price (hereinafter defined), which amount shall be applied as provided in the Indenture and the Lease Agreement. From time to time after the Closing Date, the Purchaser shall make additional payments with respect to the Bond ("Additional Payments") to Commerce Bank, N.A., as Trustee under the Indenture, which Additional Payments shall be applied to the payment of Project Costs or as provided in the Indenture and the Lease Agreement; provided that the sum of the Closing Price and all such Additional Payments shall not, in the aggregate, exceed \$250,000,000.

As used herein, the term "Closing Date" shall mean December 14, 1999, or such other date as shall be mutually agreed upon by the County and the Purchaser; the term "Closing Price" shall mean that certain amount specified in writing by the Purchaser and agreed to by the County as the amount required to pay for the initial issuance of the Bond on the Closing Date.

The Bond shall be issued under and secured as provided in the Ordinance, the Indenture and the Lease Agreement authorized thereby and the Bond shall have the maturity, interest rate and shall be subject to redemption as set forth therein. The delivery of the Bond shall be made in definitive form as a fully registered bond in the maximum aggregate principal denomination of \$250,000,000; provided, that the principal amount of the Bond outstanding at any time shall be that amount recorded in the records of the Trustee and further provided that interest shall be payable on the Bond only on the outstanding principal amount of the Bond, as more fully provided in the Indenture.

The Purchaser agrees to indemnify and hold harmless the County, the Trustee or any member, officer, official or employee of the County or of the Trustee, within the meaning of Section 15 of the

Securities Act of 1933, as amended (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any violation or failure to comply with any federal or state securities laws in connection with the Bond.

In case any action shall be brought against one or more of the Indemnified Parties based upon the foregoing indemnification and in respect of which indemnity may be sought against the Purchaser, the Indemnified Parties shall promptly notify the Purchaser in writing and the Purchaser shall promptly assume the defense thereof, including the employment of counsel, the payment of all expenses and the right to negotiate and consent to settlement. Any one or more of the Indemnified Parties shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Indemnified Parties unless employment of such counsel has been specifically authorized by the Purchaser or there is a conflict of interest that would prevent counsel for the Purchaser from adequately representing both the Purchaser and the Indemnified Party. The Purchaser shall not be liable for any settlement of any such action effected without its consent by any of the Indemnified Parties, but if settled with the consent of the Purchaser or if there be a final judgment for the plaintiff in any such action against the Purchaser or any of the Indemnified Parties, with or without the consent of the Purchaser, the Purchaser agrees to indemnify and hold harmless the Indemnified Parties to the extent provided herein.

SECTION 3. CONDITIONS TO THE OBLIGATIONS

The obligations hereunder shall be subject to the due performance by the parties of the obligations and agreements to be performed hereunder on or prior to the Closing Date and to the accuracy of and compliance with the representations contained herein, as of the date hereof and as of the Closing Date, and are also subject to the following conditions:

(a) There shall be delivered to the Purchaser on or prior to the Closing Date a duly executed copy of the Ordinance, the Trust Indenture and the Lease Agreement and any other instrument contemplated thereby shall be in full force and effect and shall not have been modified or changed except as may have been agreed to in writing by the Purchaser.

(b) The County shall confirm on the Closing Date by a certificate that at and as of the Closing Date the County has taken all action necessary to issue the Bond and that there is no controversy, suit or other proceeding of any kind pending or threatened wherein any question is raised affecting in any way the legal organization of the County or the legality of any official act shown to have been done in the transcript of proceedings leading up to the issuance of the Bond, or the constitutionality or validity of the obligations represented by the Bond or the validity of the Bond or any proceedings in relation to the issuance or sale thereof.

(c) A certificate of the Purchaser, dated the Closing Date, to the effect that (i) no litigation, proceeding or investigation is pending against the Purchaser or its affiliates or, to the knowledge of the Purchaser, threatened which would (A) contest, affect, restrain or enjoin the issuance, validity, execution, delivery or performance of the Purchaser Documents, or (B) in any way contest the existence or powers of the Purchaser or its affiliates, (ii) no litigation, proceeding or investigation is pending or, to the knowledge of the Purchaser, threatened against the Purchaser or its affiliates except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of counsel to the Purchaser (A) will be entirely within applicable self-insurance program funding and insurance policy limits (including primary and excess insurance policies and subject to applicable deductibles) or (B) will not have a material adverse effect on the operations or

condition, financial or otherwise, of the Purchaser and its affiliates, (iii) the representations and warranties of the Purchaser herein and in the Purchaser Documents were and are true and correct in all material respects and not misleading as of the date made and as of the Closing Date, (iv) at the Closing Date, no event of default has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a breach of or an event of default under the Purchaser Documents, and (v) such other matters as are reasonably requested by the other parties in connection with the issuance of the Bonds.

SECTION 4. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligation hereunder to purchase the Bond by notifying the County in writing or by telegraph of its election to make such cancellation at any time prior to the Closing Date.

SECTION 5. CONDITIONS OF OBLIGATIONS

The obligations of the parties hereto are subject to the receipt of the approving opinion of Gilmore & Bell, P.C., Bond Counsel, with respect to the validity of the authorization and issuance of the Bond.

SECTION 6. REPRESENTATIONS AND AGREEMENTS TO SURVIVE DELIVERY

All of the representations and agreements by either party shall remain operative and in full force and effect, and shall survive delivery of the Bond to the Purchaser.

SECTION 7. PAYMENT OF EXPENSES

The Purchaser shall pay all reasonable expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bond from Bond proceeds or otherwise.

SECTION 8. NOTICE

Any notice or other communication to be given to the County under this Agreement may be given by mailing or delivering the same in writing to the Cass County Courthouse, 102 East Wall, Harrisonville, MO 64701, Attention: Presiding Commissioner; and any notice or other communication to be given to the Purchaser under this Agreement may be given by delivering the same in writing to MEP Pleasant Hill LLC, Attn: Tom Wertz, Vice President-Asset Management, 1100 Walnut, Suite 3300, Kansas City, MO 64106.

SECTION 9. APPLICABLE LAW; ASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri and may be assigned by the Purchaser with the written consent of the County.

SECTION 10. EXECUTION OF COUNTERPARTS

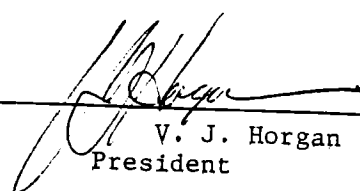
This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

Very truly yours,

MEP PLEASANT HILL LLC,
as Purchaser

DATE OF EXECUTION:

Dec. 15, 1999

By: 
Name: V. J. Horgan
Title: President

Bond Purchase Agreement
MEP PLEASANT HILL LLC

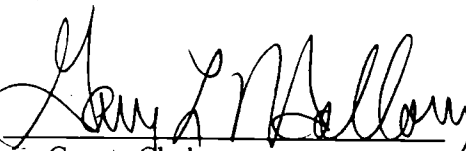
Accepted and Agreed to this 15 day of December, 1999.

CASS COUNTY, MISSOURI

By: 
Presiding Commissioner

(Seal)

ATTEST:

By: 
County Clerk

Bond Purchase Agreement
MEP PLEASANT HILL LLC