

STATE OF LOUISIANA

NUMBER 12-10-0241, SECTION I

VERSUS

19TH JUDICIAL DISTRICT COURT

EAST BATON ROUGE PARISH

ARAMIS JACKSON
b/m; d.o.b. 10/27/1989

**PLEA AGREEMENT BETWEEN THE STATE
AND THE DEFENDANT AND CONTRACT FOR LIFE**

NOW INTO COURT, through undersigned counsel, comes **Aramis Jackson**, b/m d.o.b. 10/27/1989, **hereinafter referred to as the defendant**, and the **State of Louisiana**, who hereby notify the Court of the parties' intention to enter into a plea agreement.

PLEA AGREEMENT

The defendant was indicted for the crimes of First Degree Murder and Attempted First Degree Murder. Thereafter, the State filed a Notice of Intent to Seek the Death Penalty. To settle this matter without further litigation, the State and the defendant agree that the defendant will be allowed to plead guilty via a 'best interest plea' to First Degree Murder and Attempted First Degree Murder without being exposed to a sentence of death. The defendant will withdraw his former plea of not guilty and will enter a plea of guilty via a 'Best Interest Plea' to the First Degree Murder of Alexandra Engler and the Attempted First Degree Murder of A.E., a juvenile, occurring on or about September 24, 2010, at or near 645 Beauregard St., Baton Rouge, La. The defendant agrees that this 'best interest plea' will include an acknowledgement of facts that are sufficient to support the convictions in this case. The defendant specifically acknowledges that an extremely strong factual basis exists. He will enter a 'best interest plea' because he, in fact, acknowledges the strength of the State's case relative to the First Degree Murder of the victim, Alexandra Engler and the Attempted First Degree Murder of A.E., a juvenile, in addition to avoiding a death sentence and/or execution. The defendant agrees to waive delays, waive any pre-sentence investigation and immediately after the acceptance of his 'best interest plea', be sentenced to serve life imprisonment at hard labor without benefit of parole, probation, or suspension of sentence and fifty [50] years' imprisonment at hard labor without benefit of parole, probation, or suspension of sentence, respectively. Said sentences will be served concurrently.

WAIVER OF CONSTITUTIONAL RIGHTS

As outlined in Boykin v. Alabama, 395 U.S. 238 (1969), and its progeny, the defendant agrees, after a colloquy with the Court in this case, to waive various constitutional rights including, but not limited to, his **right to trial, right against self-incrimination, right to confront and cross-examine accusers, right to compulsory process [i.e., subpoena witnesses on one's behalf], and right to appeal**. The defendant asserts that he is of sound mind and that he has a complete understanding of the consequences related to a waiver of constitutional rights by way of this plea agreement and his colloquy with the Court in this case. The defendant agrees that he is waiving constitutional rights in a free and voluntary manner without there being any coercion, threats, duress, etc... being placed on him by the State of Louisiana. Further, the defendant acknowledges that he is not being offered any type of inducement, promise, hope, etc... in exchange for this plea independent of the terms of this plea agreement. The defendant swears and affirms that his understanding of this plea and his agreement will mean that he necessarily will never be released from prison and will remain imprisoned at hard labor until his death.

APPELLATE REVIEW

The defendant, by his signature below and waiver of constitutional rights, swears and affirms that he will never apply for, or allow others to apply on his behalf, or accept, parole, commutation of sentence or pardon under current applicable law and in conformity with the Louisiana Code of Criminal Procedure Article 881.2A(2) the defendant understands that he cannot appeal or seek review of the sentence imposed pursuant to this plea agreement. The defendant, by his signature below, swears and affirms that he waives all appellate rights to seek review both direct and collateral and on both state and federal levels as to his plea of guilty and life sentence and concurrent fifty [50] year sentence per this agreement.

WAIVER OF PROCEDURAL LIMITATIONS

The defendant and all of the undersigned specifically agree that, if the defendant or any person or organization on his behalf ever attempts to and is successful in having this agreement and the plea of guilty and sentence set aside, that nothing in this agreement or resulting from this agreement will prevent the state from retrying the defendant for First Degree Murder and Attempted First Degree Murder seeking all applicable penalties in the event of convictions including the death penalty. The defendant by his signature below waives any and all statutes of limitation, prescriptions, limitations on prosecution and speedy trial rules that might operate

against his prosecution for First Degree Murder, in the event that for any reason this agreement and the plea of guilty and sentence are set aside or ruled invalid and specifies that this waiver cannot be revoked and will be in effect until his death.

PAROLE APPLICATION BY DEFENDANT AND DOUBLE JEOPARDY

The defendant and all of the undersigned agree that if the defendant violates this agreement and ever applies for parole, probation, or suspension of sentence that copies of this agreement may be provided, in advance, to all members of any board, present or future, that will review such request. The defendant and the State of Louisiana through this document agree that this plea agreement shall be accepted as evidence in any setting where a hearing may be held in this matter. Further, the defendant agrees that if he or anyone on his behalf ever attempts to have his acknowledgement of guilt via a 'best interest plea' to First Degree Murder and Attempted First Degree Murder withdrawn or attempts to set aside this agreement that a copy of this agreement is admissible in evidence against him in any proceeding.

The defendant specifically waives any and all claims of Double Jeopardy and any other constitutional rights that could impede or interfere with the perfection of this agreement. All of the undersigned request that a copy of this agreement be accepted by the officials at the Louisiana Department of Corrections for use in any administrative processes which are related to the defendant's sentences and his being placed within the custody of the Department of Corrections for the State of Louisiana.

DEFENSE ACKNOWLEDGEMENT

The undersigned attorney for the defendant, by his signature certifies that he has done a thorough investigation of this case, has reviewed all of the police reports and witness statements pertaining to the case, has reviewed physical evidence, photographs and crime scene videos, has exercised all discovery rights of the defendant including but not limited to being given open file discovery by the prosecution, has obtained and used the services of investigators to do supplemental investigation on behalf of the defendant, has thoroughly investigated and compiled a social, family, medical, psychiatric, and educational history of the defendant, has interviewed all witnesses available for interview in connection with the case, has obtained experts on behalf of the defendant and made preparation for their testimony on his behalf at trial, has filed all motions of record on his behalf, has sought additional public funds for experts on his behalf, and has considered all possible defenses including any mental defect or the insanity defense that could be

raised on behalf of the defendant. The undersigned attorney for the defendant positively states that he is qualified under Louisiana Supreme Court Rules to be defense counsel in a capital case. In support of said statements and as examples in support thereof, both parties acknowledge participation and litigation in a DAUBERT hearing held on or about December 13, 2013 [concluded on a date thereafter] and an ATKINS hearing held on or about March 4, 2016 [concluded on a date thereafter]. The defendant, Aramis Jackson, acknowledges that his attorney and those individuals associated with his attorney have provided competent and effective counsel and that he has no complaint concerning the representation he has received in this matter.


VICTIMS' REPRESENTATIVES

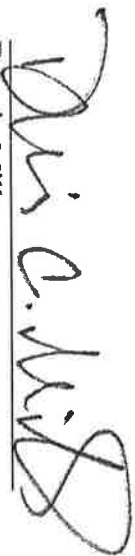
This agreement is entered into with the direct consent, knowledge, participation, and recommendation of the individual, Bonnie Hunt, representing the victims, Alexandra Engler [her daughter] and A.E., a juvenile, [her granddaughter]. Additionally, this agreement is entered into with the direct consent, knowledge, participation, and recommendation of the custodial parent, Johnny Adriani, for the juvenile, A.E. The State of Louisiana through the 19th Judicial District, District Attorney acknowledges that its representatives have maintained constant, informed communications throughout this prosecution with the victims' representatives relative to matters associated with said prosecution and the defendant's decision to enter a 'best interest plea' under the terms of this document. **The victims' representatives fully support and are in agreement with allowing the defendant to enter said plea pursuant to this agreement as outlined above and the open-court colloquy between the defendant and the Court in this matter.**

This agreement being entered on this _____ day of _____, 20____, at

Baton Rouge, Louisiana, before me, the undersigned authority.


Aramis Jackson, Defendant


David Price
Attorney for Defendant


Darwin Miller
Assistant District Attorney


Bonnie Hunt
Victims' Representative