

AT 97-106

8

Further, Coleman stated that to his knowledge the property owned by Billy Carter, which had initially been offered as collateral to negotiate the loan for Billy, has not been signed over to the Libyans, nor to his knowledge has any collateral been given for the loan.

FBI

TRANSMIT VIA:

- Teletype
- Facsimile
- AIRTEL

PRECEDENCE:

- Immediate
- Priority
- Routine

CLASSIFICATION:

- TOP SECRET
- SECRET
- CONFIDENTIAL
- UNCLAS E F T O
- UNCLAS

Date 7/24/80

TO: DIRECTOR, FBI (97-5696)
 (ATTENTION: JIM JOHNSON,
 ROOM 4427, CI-2, JEH)

FROM: SAC, ATLANTA (97-106)(P)

SUBJECT: WILLIAM A. (BILLY) CARTER, III;
 LIBYAN - ARAB - GEORGIA FRIENDSHIP SOCIETY;
 FARA - LIBYA

(X)

Re Atlanta telephone call to the Bureau, 7/22/80.

Enclosed for the Bureau are three copies of an FD 302 reflecting reinterview of Randolph (Randy) Coleman as requested by Joel Lisker, Chief, Registration Unit, USDJ.

It will be noted this interview sets out that the initial \$20,000 received by Coleman for Carter was on the 12/27/79 trip to Washington, D.C., rather than the 3/19/80 trip.

(Handwritten initials)

AGENCY F. Dept. of Justice (ATTN: Joel Lisker)
 DATE FORW. 7/26/80
 HOW FORW. Hand Delivery
 BY 203/108

Bureau Enc
Atlanta

REF: brs
(4)

ALL INFORMATION CONTAINED
 HEREIN IS UNCLASSIFIED
 DATE 8/4/80 BY 9-106

97-5696-49

17 JUL 26 1980

Approved: [Signature]

Transmitted _____

(Number) (Time)

Rough draft FD-302 to be reviewed for accuracy
 (not for file)
 JEL: jld 7/17/80 5:00 PM
 JEL: jld

FEDERAL BUREAU OF INVESTIGATION

1 ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/14/80 BY SP5 RG/sm

Date of transcription 7/23/80

Henry Randolph (Randy) Coleman was telephonically contacted at his residence in Plains, Georgia, telephone number [REDACTED] and advised as to the identity of the ^{b7c} interviewing Agent. Coleman was asked if he had an attorney and if he would be willing to continue the discussion of the matter which we had previously undertaken on July 8, 1980. He advised that he had no attorney and would be willing to discuss the matter further, thereafter furnishing the following information:

With regards to the \$20,000.00 check which he stated had been given to him by Houderi, this had been on his trip to Washington, D.C., December 27, 1979, when he met with Houderi to travel to Libya to discuss the matter of additional details and specifics pertaining to the \$500,000.00 loan. Coleman stated that they were running late for their departure from Washington, and he recalls that Houderi had handed him the check for \$20,000.00, although he does not recall if or what the notation for the purpose of the check may have indicated. He recalled that Houderi had stated something to the effect that the loan had been approved and that, "Here you can have this, and reimburse us as soon as you get the full amount." He then asked Houderi for an envelope and recalls mailing the check to Billy from the airport. He does not recall having signed a receipt for the check.

Coleman stated that this trip was paid for by Houderi, and that to his knowledge all of the trips had been paid by Libya except for the one that he and Arthur Cheokas made in March of 1979, and that Cheokas had paid for that one. Another trip was paid by himself which he and Billy made in May of 1979 when they flew to Rome to meet with Al-Shahati, leaving the United States on a Friday, and returning that following Sunday. He added that he was subsequently reimbursed for this trip by Billy.

With regards to the return trip of Billy to the United States, from that first trip to Libya in 1978, Billy was to have met with the Pope prior to their departure from Italy, but the Pope had passed away, and Miss Lillian was

Investigation on 7/23/80 at Atlanta, Georgia File # AT 97-105by SA [REDACTED] lwg Date dictated 7/23/80

to arrive in Rome for the funeral. Billy had requested that he remain to meet Miss Lilian and that Billy and others in the original party departed from Rome without him. He stated that he has no idea as to what airlines they utilized or where they landed upon their arrival back in the United States. He added that he has no idea as to what airlines he was on and also that on his returns to the United States he either landed at Boston or New York, but could not recall which cities coincided with which flight. He stated that he believes the flight that he and Cheokas returned on was one of the first from London to Atlanta, Georgia.

He stated that with regards to any discussions or conversations pertaining to Lockheed aircraft, he recalls no such conversations or discussions having been brought up in his presence during that first trip to Libya in 1978. He stated that there were numerous groups of people conversing at all times, but does not recall any discussions pertaining to that matter. He said that it seems the first time he knew of any discussion pertaining to aircraft would have been sometime shortly prior to the arrival of the Libyan delegation in Atlanta in January of 1979. This would have been in connection with his meeting with Burki, Gabreel Shaloo, and another Libyan individual whose name he cannot recall. He met with these men at the Marriott Hotel in Atlanta, Georgia, and the next day he took them to meet with Attorney David Gambrel in Atlanta, Georgia. He recalls that Burki and Shaloo referred to the other individual as having known Atlanta, and that the man had informed him that he was merely a private businessman in Libya. Coleman stated that he was surprised as to the age of the man, approximately 48 to 52 years of age, as he felt that there was no one of that age left in Khadafy's Regime. Coleman stated that he recalls that gentleman making the statement in Gambrel's office to the effect that, "This would certainly be a nice present," referring to the aircraft at Lockheed in Marietta, Georgia. When the matter of the aircraft at Lockheed in Marietta, Georgia, came up, he recalls that Gambrel informed him that they would have to contact the State Department and that he did not know why they had not been released.

With regards to the State Department, Coleman (although not indicating whether this was before or after the meeting with Gambrel) stated that he had contacted the United States State Department to ascertain information

about Libya, and that to his recollection he had just placed a call to the State Department offices in Washington, D.C., requesting to talk to someone about Libya, and cannot recall to whom he eventually spoke. He stated he felt it may have been the individual that he had received a letter from, dated December 12, 1978, (previously furnished by Coleman in his interview of May 8, 1979) but he simply cannot recall. He added at this time that Billy's attorneys, Pollak and Ruth in Washington, D.C., had asked him the same question. In response to whether he had ever talked to a William Quant or a Morris Draper he stated that Pollak and Ruth had likewise asked him this and he has no idea whether it is one of those gentlemen or not. He further added that he does not even really recall at this time the conversations themselves.

Coleman stated that to his knowledge, Gold-kist Incorporated of Atlanta, Georgia, has made no arrangements with the Libyan Government adding that if so there would have been no meetings arranged between them by Billy as Billy does not wish to have anything to do with Gold-kist, and further that, "Nobody down here likes Gold-kist." He added that if there had been any meetings between Gold-kist and the Libyan representatives, it would probably have been during the time the delegation was in the United States in January, 1979, when a number of companies and their representatives were meeting with the Libyans. He stated that prior to the delegation's arrival, he had informed the Georgia State Industry and Trade Department that the Libyans were coming and had expressed a desire to purchase from the United States. He recalled that the Industry and Trade Department hosted the delegation to a dinner at which there were numerous companies present which he was sure would have included Gold-kist. An acquaintance of his, a Mr. Warren Young, of the Department of Industry and Trade, had been his contact with that department.

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29 JUL 80 01 05Z

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TO

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[REDACTED]

97 JUL 30 1980

SECRET

FBI

TRANSMIT VIA:

- Teletype
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- airtel

PRECEDENCE:

- Immediate
- Priority
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- UNCLAS E F T O
- UNCLAS

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EXCEPT WHERE SHOWN
OTHERWISE

Date 7/30/80

TO: DIRECTOR, FBI (97-5696)

BI

ATTN: SUPERVISOR

FROM: SAC, WFO (97-2204)

DIVISION 5, CL 2

~~SECRET~~

WILLIAM A. (BILLY) CARTER, III
LIBYAN-ARAB-GEORGIA FRIENDSHIP SOCIETY
FARA
(OO:ATLANTA)

CLASSIFIED AND
EXTENDED BY *SP-10/10/80*
REASON FOR EXTENSION
FCIM, II, 1-2.4.2
DATE OF REVIEW FOR
DECLASSIFICATION *7/30/80*

[REDACTED]

[REDACTED]

Enclosures were specifically requested in person on 7/28/80 by Bureau Supervisor [REDACTED]

Enclosures were previously requested and hand carried to Assistant United States Attorney (AUSA) Joel Lisker on an expedite basis due to the exigencies of the matter.

ADMINISTRATIVE:

[REDACTED]

Enclosures are not to be disseminated outside the United States Department of Justice (USDJ).

[REDACTED]

~~SECRET~~

~~Classified and Extended by 107~~
~~Reason for Extension FCIM, II, 1-2.4.2 (1)~~
~~Date of Review for Declassification 7/30/2008~~

2 - Bureau (Enc. 1)
2 - WFO

MCB:aih
(4)

ENCLOSURE NO DEST. NEEDED

Approved: *CRM/SM*

Transmitted _____

(Number) (Time)

Per _____



SECRET
UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

WASHINGTON, D.C. 20535

Washington, D. C. 20535
July 31, 1980

WILLIAM A. (BILLY) CARTER, III
LIBYAN-ARAB-GEORGIA FRIENDSHIP SOCIETY
FOREIGN AGENTS REGISTRATION ACT-LIBYA

[REDACTED]

BI

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CLASSIFIED AND EXTENDED BY JP-SR/ka 6/14/80
REASON FOR EXTENSION
FCIM, II, 1-2.4.2 2,3
DATE OF REVIEW FOR DECLASSIFICATION 7/31/2000

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SECRET
~~Classified and Extended by 197~~
~~Reason for Extension FCIM, II, 1-2.4.2 (2)~~
~~Date of Review for Declassification July 31, 2000~~

IA

97-5696-51

ENCLOSURE



FBI

TRANSMIT VIA:

- Teletype
- Facsimile
- AIRTEL

PRECEDENCE:

- Immediate
- Priority
- Routine

CLASSIFICATION:

- TOP SECRET
- SECRET
- CONFIDENTIAL
- UNCLAS E F T O
- UNCLAS

Date: 7/21/80

TO: DIRECTOR, FBI (97-5696)

FROM: SAC, ATLANTA (97-106) (P) (SQ 3)

SUBJECT: WILLIAM A. (BILLY) CARTER, III
LIBYAN - ARAB - GEORGIA
FRIENDSHIP SOCIETY
PARA - LIBYA

Re Atlanta airtel 7/16/80 and Bureau airtel 7/15/80

Enclosed for the Bureau are three copies of an LHM containing a copy of an "Employment Agreement" between subject and Randy Coleman

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 1/10/00 BY SP-1/MS

AGENCY: Dept. of Justice, Criminal Division
DATE FORM: 7/21/80
HOW FORM: Hand Delivered
BY: [Signature]

2 - Bureau (Encls. 3)
2 - Atlanta
REP/mac
(4)



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

In Reply, Please Refer to
File No.

Atlanta, Georgia

July 21, 1980

WILLIAM A. (BILLY) CARTER, III
LIBYAN - ARAB - GEORGIA
FRIENDSHIP SOCIETY
FOREIGN AGENTS REGISTRATION ACT - LIBYA

The following was received at the Atlanta Office
of the Federal Bureau of Investigation, July 16, 1980, from
Randy Coleman, Plains, Georgia:

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 8/14/80 BY SP-6 P6/SM

This document contains neither recommendations nor conclusions
of the FBI. It is the property of the FBI and is loaned to
your agency; it and its contents are not to be distributed
outside your agency.

97-5696-52

ENCLOSURE

STATE OF GEORGIA
COUNTY OF SUMNER

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Sept. 1977, by and between Billy Carter Inc., a Georgia Corporation, hereinafter referred to as "EMPLOYER" and Randy Coleman, a resident of said State and County, hereinafter referred to as "EMPLOYEE",

WITNESSETH THAT:

The parties, for and in consideration of the mutual and reciprocal covenants and agreements hereinafter contained, do contract and agree as follows, to-wit:

1. Purpose and Employment. The purpose of this Agreement is to define the relationship between the Corporation as an employer and EMPLOYEE as an employee of the EMPLOYER. EMPLOYER hereby employs EMPLOYEE, and EMPLOYEE hereby accepts employment by EMPLOYER upon all of the terms and conditions as are hereinafter set forth.
2. Duties. EMPLOYEE agrees to devote his entire time to managing the affairs of the EMPLOYER and to perform such other duties as are assigned to him from time to time by the Board of Directors of EMPLOYER.
3. Term. The term of employment under this Agreement shall be the fiscal year of EMPLOYER, beginning April 1, and ending March 31, and for each successive fiscal year thereafter unless and until terminated as hereinafter provided.

4. Regular Compensation. For all the services to be rendered by EMPLOYEE in any capacity hereunder, including services as an officer, member of the EMPLOYER'S Board of Directors, or any other duties assigned to him by the Board of Directors, EMPLOYER shall pay EMPLOYEE a salary of \$ 250⁰⁰ per ^{WEEK} month, payable at the end of each month during the term of this Agreement.

The EMPLOYER and EMPLOYEE may, from time to time, reflect increases or decreases in EMPLOYEE'S ^{WEEKLY} monthly salary as may be mutually agreed upon by entering any such change upon the "Schedule of Compensation", attached hereto as Exhibit "A" and made a part hereof. If a change in compensation is entered on said Schedule and duly signed by the proper officers of EMPLOYER and by EMPLOYEE, said entry shall constitute an amendment to this Employment Agreement as of the date of said entry and shall supersede the monthly salary provided for in the immediately preceding paragraph of this Agreement and any other change or changes in monthly compensation previously entered on said Schedule.

It is understood and agreed, however, that in the event a deduction shall be disallowed for Federal and/or State income tax purposes of all or any part of the compensation provided for in Paragraph 4 or Paragraph 5 of this Agreement and EMPLOYER shall be required to pay a deficiency on account of such disallowance, EMPLOYEE shall refund to the EMPLOYER an amount equal to the disallowed portion of such compensation. Such disallowed amount shall be paid to EMPLOYER within one (1) year after the date on which EMPLOYER paid the deficiency with respect to such

compensation. It is further understood that the EMPLOYER shall not be required to legally defend any proposed disallowance by the Internal Revenue Service and the amount required to be reimbursed by EMPLOYEE shall be the amount, as finally determined by agreement or otherwise, actually disallowed as a deduction. EMPLOYEE shall be obligated to make such repayments only if the amounts so repaid to the EMPLOYER will be deductible or excludable from the gross income of EMPLOYEE under Section 1341 of the Internal Revenue Code of 1954, as amended, or any statute of similar import, and if such repayment is determined not to be deductible or excludable by EMPLOYEE such repayment shall be refunded by the EMPLOYER to EMPLOYEE within 90 days from the date of such determination.

5. Discretionary bonuses. EMPLOYEE shall be entitled to participate in an equitable manner with all other employees of EMPLOYER in discretionary bonuses authorized and declared by the Board of Directors of EMPLOYER to its employees. No other compensation provided for in this Agreement shall be deemed a substitute for EMPLOYEE'S right to participate in such discretionary bonuses when and as declared by the Board of Directors.

6. Working facilities and expenses. EMPLOYEE shall be provided with an office, stenographic and technical help, and such other facilities and services suitable to his position and adequate for the performance of his duties.

EMPLOYEE is encouraged and is expected, from time to time, to incur reasonable expenses for promoting the business of EMPLOYER, including expenses for civic club membership and participation, entertainment, travel and similar items. The cost of such activities

shall be the sole expense of EMPLOYEE unless, because of unusual circumstances, the Board of Directors of EMPLOYER shall determine that such activities of EMPLOYEE should be authorized as an expense of EMPLOYER. Should any such expense of EMPLOYEE be so authorized, EMPLOYEE shall be reimbursed therefor upon his presenting to EMPLOYER an itemized expense voucher.

7. Records and files. All records and files concerning clients of the EMPLOYER or potential clients consulted or interviewed by EMPLOYEE shall belong to and remain the property of EMPLOYER.

8. Meetings and post-graduate courses. EMPLOYEE is encouraged and is expected, from time to time, to attend meetings, professional conventions, and post-graduate courses dealing with insurance and real estate. The cost of tuition and registration for attending such activities shall be paid for by the EMPLOYER; however, any other costs incurred by EMPLOYEE shall be paid by the EMPLOYEE in connection with such activities and shall be at the sole expense of EMPLOYEE unless, because of unusual circumstances, the Board of Directors of EMPLOYER shall determine that the full cost of EMPLOYEE'S attendance should be authorized as an expense of EMPLOYER. Should such full expenses of attendance be so authorized, EMPLOYEE shall be reimbursed therefor upon his presenting to EMPLOYER an itemized expense voucher.

9. Vacation. EMPLOYEE shall be entitled to thirty (30) calendar days of vacation with pay (or such greater length of time as may be approved from time to time by the Board of Directors) during each fiscal year of EMPLOYER, such vacation to be taken by EMPLOYEE at such time or times as shall be approved by the Board of Directors. In addition, EMPLOYEE shall be entitled to such holidays as the

Board of Directors may approve. Unused days of vacation may not be carried over from one fiscal year to another.

10. Outside Professional Activities. Anything in this Agreement to the contrary notwithstanding, EMPLOYEE may keep as his own any fees or other honorariums received by him for those professional services or other professional activities which are approved by the Board of Directors and performed by EMPLOYEE on his off days or during such other time or times as shall not interfere with his duties hereunder on behalf of EMPLOYER.

11. Sickness and total disability. EMPLOYEE shall be entitled to sixty (60) calendar days sick leave in each fiscal year of EMPLOYER because of sickness or accident (not resulting in EMPLOYEE becoming "totally disabled", as that term is hereinafter defined) without any adjustment in his salary. Unused sick leave may neither be carried over from one fiscal year to another nor used for additional vacation.

Should EMPLOYEE become totally disabled as a result of sickness or accident and unable to attend to his duties prescribed in this Agreement, his salary shall be reduced in accordance with the following schedule during the continuance of such disability and for a period not exceeding 12 months for each continuous disability.

TOTAL DISABILITY BENEFIT SCHEDULE

MONTHS TOTALLY
DISABLED

3 or less
more than 3 months

AMOUNT OF EMPLOYEE'S
MONTHLY SALARY

Full Salary
60% of salary up to a
maximum of _____
until age 65

Should such total disability continue for a period of 12 months, this Agreement shall, at the end of such 12 month period, be automatically terminated. If, however, prior to the end of such 12 month period, EMPLOYEE'S total disability shall have ceased and he shall have commenced to perform his duties hereunder, this Agreement shall continue in full force and effect and EMPLOYEE shall be entitled to resume his employment hereunder and to thereafter receive his full compensation as though he had not been disabled; provided, however, unless EMPLOYEE shall perform his duties hereunder for a continuous period of at least sixty (60) days following a period of total disability before EMPLOYEE again becomes totally disabled, he shall not be entitled to start a new 12 month period under the Total Disability Benefit Schedule, but instead may only continue under the remaining portion of original 12 month period of total disability. In such event the running of the original 12 month period of total disability shall cease during the time of EMPLOYEE'S performance of his duties following his original period of total disability before becoming totally disabled again.

In the event EMPLOYEE becomes totally disabled, he shall not be entitled to sixty (60) days sick leave at full salary during such period of total disability in addition to the 12 months of total disability benefits under the Total Disability Benefit Schedule, it being clearly understood that EMPLOYEE, if totally disabled, shall receive only such benefits for such period of time as provided for in said Total Disability Benefit Schedule.

For the purpose of this Agreement, the term "totally disabled"

or "total disability" shall mean EMPLOYEE'S inability to perform any of the duties pertaining to his employment.

12. Termination of employment. EMPLOYEE or EMPLOYER may terminate this Agreement, without cause and at any time, (except during a period when EMPLOYEE is totally disabled) upon ninety (90) days written notice to the other party, and EMPLOYER shall only be obligated to continue to pay EMPLOYEE the salary due him under this Agreement up to the date of termination.

EMPLOYEE may terminate this Agreement at any time upon ninety (90) days written notice to EMPLOYER and EMPLOYER shall be obligated only to continue to pay EMPLOYEE his said salary, up to the date of termination.

In the event of EMPLOYEE'S death during the term of this Agreement, this Agreement shall terminate immediately, and EMPLOYEE'S estate shall be entitled to receive the salary due EMPLOYEE through the last day of the calendar month in which his death shall have occurred. In addition, EMPLOYEE'S estate shall be entitled to receive terminal pay in an amount equal to EMPLOYEE'S last three months' salary paid under this Agreement (taking into account any reduction as provided for in paragraph 11) such terminal pay to be paid to EMPLOYEE'S estate in 12 equal monthly installments beginning on the first day of the month next following the month during which his death occurs. Terminal pay as herein provided for in this paragraph shall be in addition to amounts otherwise receivable by EMPLOYEE or his estate under this or any other agreements with EMPLOYER.

In addition, within ninety (90) days after the date of EMPLOYEE'S death, EMPLOYER will pay, by reason of the death of EMPLOYEE, the sum of \$5,000.00 to EMPLOYEE'S wife, if she be then living, and if EMPLOYEE'S wife be not then living, said sum shall be paid to EMPLOYEE'S estate.

13. Waiver of breach or violation not deemed continuing.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

14. Notices. Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by registered mail to his last known residence in case of EMPLOYEE or to its principal office in Americus, Georgia in the case of the EMPLOYER.

15. Authority. The provisions of this Agreement required to be approved by the Board of Directors of EMPLOYER have been so approved and authorized.

15. Governing law. This Agreement shall be interpreted, construed and governed according to the laws of the State of Georgia.

17. Paragraph headings. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

18. Counterparts. This Agreement is executed in two (2) counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one

counterpart being delivered to each party hereto.

IN WITNESS WHEREOF, EMPLOYER has hereunto caused this Agreement to be executed by its duly authorized officers and its seal to be hereunto affixed, and EMPLOYEE has hereunto set his hand and seal, all being done in duplicate originals with one original being delivered to each party on the 1st day of Sept, 1977.

(CORPORATE SEAL)

EMPLOYER

ATTEST:

Its Secretary

By: Billy Carter
Its President/Vice President

EMPLOYEE

Randy Coleman (SEAL)

EXHIBIT "A"

SCHEDULE OF COMPENSATION

1.

The undersigned hereby agree that the ~~monthly~~^{WEEKLY} salary due EMPLOYEE under Paragraph 4 of the foregoing Employment Agreement shall be \$ 250⁰⁰ per ~~month~~^{WEEK} beginning Sept. 1, 19 77, and for each successive month thereafter unless hereafter changed by mutual agreement.

This the 1st day of Sept., 1977.

(CORPORATE SEAL)

EMPLOYER

ATTEST:

Its Secretary

By: Betty Carter
Its President/Vice President

EMPLOYEE

Randy Colman (SEAL)

2.

The undersigned hereby agree that the monthly salary due EMPLOYEE under Paragraph 4 of the foregoing Employment Agreement shall be \$ _____ per month beginning _____, 19 _____, and for each successive month thereafter unless hereafter