

SECURITIES AND EXCHANGE COMMISSION

FORM SC 14D9/A

Tender offer solicitation / recommendation statements filed under Rule 14d-9 [amend]

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SUBJECT COMPANY

Gold Kist Inc.

CIK: [1292215](#) | IRS No.: **201163666** | State of Incorporation: **DE** | Fiscal Year End: **0930**
Type: **SC 14D9/A** | Act: **34** | File No.: [005-81998](#) | Film No.: **061264132**
SIC: **2015** Poultry slaughtering and processing

Mailing Address
244 PERIMETER CENTER
PARKWAY, N.E.
ATLANTA GA 30346

Business Address
244 PERIMETER CENTER
PARKWAY, N.E.
ATLANTA GA 30346
404-393-5000

FILED BY

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SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 14D-9

**Solicitation/Recommendation Statement under
Section 14(d)(4) of the Securities Exchange Act of 1934
(Amendment No. 10)**

GOLD KIST INC.

(Name of Subject Company)

GOLD KIST INC.

(Name of Person(s) Filing Statement)

Common Stock, \$0.01 par value

(Title of Class of Securities)

380614107

(CUSIP Number of Class of Securities)

John Bekkers

Chief Executive Officer

Gold Kist Inc.

244 Perimeter Center Parkway, N.E. Atlanta, GA 30346

Telephone: (770) 393-5000

(Name, Address, and Telephone Number of Person Authorized to Receive
Notices and Communications on Behalf of the Person(s) Filing Statement)

With Copies to:

Dennis O. Garris

W. Scott Ortwein

Alston & Bird LLP

One Atlantic Center

1201 West Peachtree Street

Atlanta, Georgia 30309

(404) 881-7000

☐ Check the box if the filing relates solely to preliminary communications made before the commencement of a tender offer.

Purpose of the Amendment

The purpose of this amendment is to amend Item 1. Subject Company Information, Item 2. Identity and Background of Filing Person, Item 3. Past Contacts, Transactions, Negotiations and Agreements, Item 4. The Solicitation or Recommendation, Item 7. Purposes of the Transaction and Plans or Proposals, Item 8. Additional Information, and Item 9. Exhibits.

ITEM 1. Subject Company Information.

The second paragraph to Item 1 is hereby amended and restated in its entirety as follows:

The title of the class of equity securities to which this Schedule 14D-9 relates is Gold Kist's common stock, par value \$0.01 per share ("Company Common Stock" or "Gold Kist Common Stock"), and the Series A Junior Participating Preferred Stock purchase rights issued pursuant to the Rights Agreement (the "Rights"). As of December 3, 2006, there were 51,024,977 shares outstanding, with an additional 4,000,000 shares reserved for issuance under Gold Kist's equity compensation plan.

ITEM 2. Identity and Background of Filing Person

Item 2 is hereby amended and supplemented by adding the following at the end thereof:

This Amendment to Gold Kist's Schedule 14D-9 relates to the Revised Offer of \$21 made in the Supplement to the Offer to Purchase contained in the Amended Schedule TO filed on December 8, 2006 by Protein Acquisition Subsidiary ("Pilgrim Sub"), a subsidiary of Pilgrim's Pride Corporation ("Pilgrim's Pride," and together with Pilgrim Sub, "Pilgrim") and made pursuant to the merger agreement dated as of December 3, 2006 by and among Gold Kist, Pilgrim's Pride and Pilgrim Sub (the "Merger Agreement"). The value of the consideration offered, together with all of the terms and conditions applicable to the tender offer, are referred to in this Schedule 14D-9/A, as amended as the "Revised Offer."

ITEM 3. Past Contacts, Transactions, Negotiations and Agreements

The introductory paragraph to Item 3 is hereby amended and restated in its entirety as follows:

Except as described in (1) this Schedule 14D-9 or (2) in the excerpts from the Company's definitive proxy statement, dated December 14, 2005 (the "2006 Proxy Statement"), filed as Exhibit (a)(3) to this Schedule 14D-9, there are no material agreements, arrangements, understandings, or any actual or potential conflicts of interest between the Company or its affiliates and (a) the Company or its executive officers, directors or affiliates or (b) Pilgrim or its respective executive officers, directors or affiliates. The excerpts filed as Exhibit (a)(3) to this Schedule 14D-9 are incorporated herein by reference and include the information in the following sections of the 2006 Proxy Statement: Executive Compensation, Principal Stockholders, and Certain Relationships and Related Transactions.

Item 3 is hereby amended and supplemented by adding the following at the end thereof:

Employment Agreements, Change in Control Agreements

Gold Kist has employment agreements with John Bekkers—President and Chief Executive Officer and Michael A. Stimpert—Senior Vice President, Planning and Administration. William T. Andersen—Vice President, Sales and Marketing, Donald W. Mabe—Vice President, Operations and Stephen O. West—Vice President and Chief Financial Officer are each a party to a change in control agreement with Gold Kist. Upon the occurrence of certain events in connection with the consummation of the Revised Offer and the Merger, certain obligations of Gold Kist or the Surviving Corporation to these executive officers will be triggered. For a description of such employment agreements and change in control agreements, please see the Executive Compensation section of the 2006 Proxy Statement filed as Exhibit (a)(3) hereto.

Acceleration of Equity Based Awards

As of December 3, 2006, the directors and executive officers of Gold Kist held 518,717 shares issuable upon or otherwise deliverable in connection with the settlement of outstanding stock appreciation rights and performance shares issued pursuant to Gold Kist's equity compensation plan.

As of December 3, 2006, the directors and executive officers of Gold Kist owned in the aggregate 1,010,176 shares of restricted Gold Kist Common Stock.

Pursuant to the Merger Agreement, upon the consummation of the Revised Offer, each stock appreciation right outstanding under any equity, stock option or compensation plan or arrangement of the Company shall, with no action on the part of the Company or holder thereof, become fully vested. At or immediately prior to the Effective Time of the Merger, the Company will cause any necessary action to be taken to cause each such stock appreciation right to be canceled and Pilgrim shall pay each holder of any such stock appreciation right, at the Effective Time, for each such stock appreciation right surrendered an amount in cash determined by multiplying (i) the excess, if any, of the per share merger consideration (as defined in the Merger Agreement) over the applicable Base Value, as defined in the Stock Appreciation Rights Agreement issued by the Company to the holder thereof, by (ii) the number of shares of Company Common Stock represented by such stock appreciation rights, less any amounts required to be withheld under any applicable law.

Pursuant to the Merger Agreement, upon the consummation of the Revised Offer, each share of Company Common Stock subject to restrictions on transfer and/or forfeiture, and each right to receive shares in the future based on performance or time including restricted stock, restricted stock units and performance shares, outstanding under any equity, stock option or compensation plan or arrangement of the Company (other than stock appreciation rights which are discussed above) shall, with no action on the part of the Company or holder thereof, become fully vested as specified in the applicable award, agreement or plan, in each case effective as of the date of the Merger Agreement. At or immediately prior to the Effective Time, the Company will cause any necessary action to be taken to cause each such share or right to be canceled and converted into the right to receive the per share merger consideration, less any amounts required to be withheld under any applicable law.

Employee Matters

The Merger Agreement provides that the Surviving Corporation (as defined in the Merger Agreement), will honor all of the compensation and benefits plans, programs, agreements and arrangements of the Company in accordance with their terms as in effect immediately prior to the Effective Time, although nothing will prevent Pilgrim from amending or terminating any such plans, programs, agreements and arrangements in accordance with their terms. The Merger Agreement also provides that the Surviving Corporation shall for the six month period after the Effective Time, provide retained employees (excluding employees covered by a collective bargaining agreement, who shall continue to be governed by the terms of the applicable collective bargaining agreement) compensation and employee benefits (other than equity, equity-based and similar compensation) that will be comparable in the aggregate to those provided by Gold Kist and its subsidiaries to such employees immediately prior to the Effective Time.

Indemnification

Gold Kist's restated certificate of incorporation contains certain provisions permitted under the Delaware law relating to the liability of Gold Kist's directors. These provisions eliminate a director's personal liability to Gold Kist or Gold Kist's stockholders for monetary damages resulting from a breach of fiduciary duty, except in circumstances involving certain wrongful acts, including: for any breach of the director's duty of loyalty to Gold Kist or its stockholders; for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; for any liability under Section 174 of the Delaware General Corporation Law (the "DGCL") (which relates to unlawful payment of dividends or unlawful stock purchases or redemptions); and for any transaction in which the director derives an improper benefit.

Gold Kist's bylaws also contain provisions that allow Gold Kist to indemnify its directors and officers to the fullest extent permitted by the DGCL.

The Surviving Corporation shall, and Pilgrim shall cause the Surviving Corporation to, perform all of the obligations of the Surviving Corporation with respect to all rights of the individuals who were directors or officers of Gold Kist to indemnification (including advancement of expenses) and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time as provided in the Company's certificate of incorporation, bylaws or other agreements of Gold Kist provided to Pilgrim prior to the date of the Merger Agreement.

Under the Merger Agreement, the Surviving Corporation has agreed to cause to be maintained in effect, for a period of six years following the Effective Time, policies of directors' and officers' liability insurance or a six year tail insurance policy covering the persons who are covered by Gold Kist's existing directors' and officers' liability insurance policies as of December 3, 2006 for events that occur prior to the Effective Time and providing coverage at least as favorable, in the aggregate, as such existing policies. However, the Surviving Corporation will not be required to pay aggregate premiums in excess of 300% of the then current annual premiums currently paid by Gold Kist to maintain such existing policies. In the event that equivalent coverage cannot be obtained, or can be obtained only by paying aggregate premiums in excess of 300% of such amount, the Surviving Corporation shall only be required to obtain as much coverage as can be obtained by paying aggregate premiums not in excess of 300% of such amount.

ITEM 4. The Solicitation or Recommendation

Item 4 is hereby amended by adding the following as new paragraphs under the heading entitled Solicitation/Recommendation: Background, Reasons for the Recommendation of the Board, Stockholder Rights Agreement, and Recommendation of the Board, respectively:

Solicitation/Recommendation

As more fully described below, at a meeting held on December 3, 2006, the Board carefully considered and reviewed with the Company's financial and legal advisors the terms and conditions of the Merger Agreement and the transactions contemplated thereby, including the terms and conditions of Pilgrim's Revised Offer of \$21 per share in cash and the Merger, and the comparative benefits and risks of the Company pursuing other strategic alternatives or independently pursuing its strategic plan.

After this consideration and review, the Board unanimously (1) determined that each of the transactions contemplated by the Merger Agreement, including the Revised Offer and the Merger, is advisable, fair to and in the best interests of the Company and its stockholders, (2) approved the Revised Offer, the Merger and the Merger Agreement in accordance with the DGCL, (3) recommended that the Company's stockholders accept the Revised Offer by tendering their shares and vote for and adopt the Merger Agreement and (4) determined to stay the Company's lawsuit against Pilgrim.

Background

Item 4, under the heading "Background" is hereby amended and supplemented by adding the following at the end thereof:

On October 25, 2006 and October 26, 2006 counsel to Gold Kist and counsel to Pilgrim exchanged drafts of a confidentiality agreement, and counsel to Gold Kist informed Pilgrim's counsel that it would arrange a time to discuss the timing and nature of the confidential information to be shared following the execution of an

acceptable confidentiality agreement. Due to continued disagreements regarding the language of the confidentiality agreement, no confidentiality agreement was signed.

On October 23 and November 1, 2006, the Special Committee met with the Company's legal and financial advisors to discuss and evaluate the progress that the Committee and its advisors were making with respect to the exploration of strategic alternatives that would maximize stockholder value.

On October 26 and November 17, 2006, the entire Board of Directors met to discuss the Special Committee's progress in evaluating strategic alternatives that would maximize stockholder value and on November 17, 2006, discussed and approved a proposal that the Special Committee contact Mr. Pilgrim to discuss terms of a potential transaction.

On Friday, November 17, 2006, the Special Committee, after approval and consultation with the Board of Directors, contacted Pilgrim and requested a meeting with Mr. Pilgrim to discuss potential terms that the Special Committee felt could lead to a mutually beneficial resolution of the situation and allow Pilgrim to increase the price of its Offer.

On Monday, November 20, 2006, R. Randolph Devening, Chairman of the Special Committee, and A.D. Frazier, Jr., Chairman of the Board of Directors and a member of the Special Committee, met with Mr. Pilgrim in Dallas, Texas. At the meeting, Messrs. Pilgrim, Devening and Frazier discussed possible terms of a potential transaction. The parties did not come to any agreement but decided to meet again after the original Offer expired on November 29, 2006.

On Saturday, December 2, 2006, Mr. Frazier and Mr. Devening met with Mr. Pilgrim and Mr. Richard A. Cogdill, Pilgrim's Chief Financial Officer, in Dallas, Texas to discuss Pilgrim's Offer. By the conclusion of the meeting, they had reached an agreement in principle for Pilgrim to acquire all of the outstanding shares of Gold Kist Common Stock at a purchase price of \$21 per share, subject to negotiation of definitive documentation for the transaction, limited due diligence by Pilgrim and approval by the respective boards of directors of Pilgrim and the Company.

On December 2, 2006, the Board of Directors met to discuss Pilgrim's improved proposal. After discussions, the Special Committee recommended to the full Board of Directors that the Company proceed with negotiations toward a definitive merger agreement with Pilgrim on the revised terms that had been tentatively agreed to earlier that day. The Board unanimously agreed to go forward with the negotiation of a definitive merger agreement, and the Board authorized the Company's management and its financial and legal advisors to negotiate the potential terms and conditions of a merger agreement between the Company and Pilgrim.

On December 2, 2006, Baker & McKenzie LLP, counsel to Pilgrim, provided a draft Merger Agreement to the Company and its advisors.

On December 2 and 3, 2006, the Company and its financial and legal advisors negotiated the terms and conditions of the proposed Merger Agreement with Pilgrim and its financial and legal advisors.

On Sunday, December 3, 2006, the parties met at the Atlanta, Georgia offices of Alston & Bird LLP, counsel to the Company, to negotiate and finalize the terms of the draft Merger Agreement. Participating on behalf of Pilgrim were Mr. Cogdill and other representatives of Pilgrim, representatives of Baker & McKenzie LLP and of Morris, Nichols, Arsht & Tunnell, LLP, Delaware counsel to Pilgrim, and representatives of Credit Suisse, Legacy Partners Group LLC and Lehman Brothers, financial advisors to Pilgrim. Participating on behalf of the Company were Mr. John Bekkers, Chief Executive Officer of the Company, Mr. Frazier and Mr. Devening, other representatives of the Company, representatives of Alston & Bird, and of Merrill, Lynch, Pierce, Fenner & Smith, Incorporated and Gleacher Partners LLC, financial advisors to the Company.

On December 3, 2006, the Board of Directors of Gold Kist met to review and discuss further the Revised Offer and proposed Merger Agreement with representatives of Merrill Lynch, Gleacher and Alston & Bird. Representatives of Alston & Bird reviewed and discussed with the Board of Directors its fiduciary duties and reviewed the terms and conditions of the Merger Agreement.

Both Merrill Lynch and Gleacher made presentations to the Board of Directors regarding the \$21 per share offer, including valuation considerations and other matters related to the Revised Offer. Gleacher and Merrill Lynch each provided to the Board its respective oral opinion, subsequently confirmed in writing, each to the effect that, as of December 3, 2006, and subject to the qualifications and limitations set forth in their respective opinions, copies of which are filed as Exhibits (a)(27) and (a)(28) respectively, hereto and attached to this Schedule 14D-9, the consideration to be received by holders of Gold Kist Common Stock of \$21 per share contemplated by Pilgrim's Revised Offer is fair, from a financial point of view, to such holders.

After this consideration and review, the Board unanimously (1) determined that each of the transactions contemplated by the Merger Agreement, including the Revised Offer and the Merger, is advisable, fair to and in the best interests of the Company and its stockholders, (2) approved the Revised Offer, the Merger and the Merger Agreement in accordance with the DGCL, (3) recommended that the Company's stockholders accept the Revised Offer by tendering their shares and vote for and adopt the Merger Agreement and (4) determined to stay the Company's lawsuit against Pilgrim.

On December 4, 2006, Gold Kist amended the Stockholder Protection Rights Agreement (the "Rights Agreement") between Gold Kist and Computershare Investor Services, LLC, as Rights Agent, dated July 9, 2004 (the "Rights Amendment"). The effect of the Rights Amendment is to permit the performance of the transactions contemplated by the Merger Agreement and prevent, (i) Pilgrim or any of its affiliates or associates from becoming an "Acquiring Person" (as defined in the Rights Agreement), and (ii) a "Separation Time" or a "Stock Acquisition Date" (in each case as defined in the Rights Agreement) from occurring. The Rights Amendment also makes certain changes to the "Expiration Time" to provide that the Rights Agreement will terminate immediately after the acceptance for payment of, and the payment for, all shares of Company Common Stock tendered pursuant to the Revised Offer. The description of the Rights Amendment is qualified in its entirety by reference to the full text of the Rights Amendment, a copy of which has been filed as an Exhibit to Form 8-K filed by Gold Kist on December 4, 2006 and is incorporated by reference in its entirety.

The Board of Directors also approved the Merger with the specific intent of rendering inapplicable to the Merger, Pilgrim and Pilgrim Sub (to the extent permitted by such laws) Section 203 of the DGCL and any other state takeover law that may purport to be applicable to the Merger and the transactions contemplated by the Revised Offer and the Merger Agreement and approving the acquisition of the shares pursuant to the Revised Offer for the purposes of Section 203.

On December 3, 2006, Pilgrim's Pride, Pilgrim Sub and Gold Kist entered into the definitive Merger Agreement. Pilgrim and the Company issued a joint press release on Monday morning, December 4, 2006 announcing the execution of the definitive Merger Agreement, and the Board's recommendation that the Company's stockholders tender their shares into the Revised Offer. A copy of the press release is filed as Exhibit (a)(23) to this Schedule 14D-9 and is incorporated herein by reference.

Reasons for Recommendation

Item 4, under the heading "Reasons for Recommendation" is hereby amended and supplemented by adding the following at the end thereof:

In reaching the conclusions and in making the unanimous recommendation to enter into the Merger Agreement and recommend the Revised Offer described above, the Board of Directors and the Special

Committee consulted with the Company's management and the Company's financial and legal advisors, and took into account numerous factors, including, but not limited to the following:

The Revised Offer Represents a Meaningful Premium to the Historical Trading Price of Gold Kist Common Stock prior to the Announcement of the Offer. The \$21 per share Revised Offer represents a premium of 62% to the closing price of the shares on August 18, 2006, the last trading day prior to Pilgrim's public announcement of its unsolicited proposal to acquire all of the outstanding shares of Gold Kist at \$20 per share offer, and a premium of 55% and 43% to the Company's average trading price of \$13.50 and \$14.65 for the 30 and 90 days ended on such date, respectively.

The Board's Belief that \$21 is the Highest Price Pilgrim would Offer. The Board believed that \$21 per share was the highest price that Pilgrim would be willing to pay and that it was highly unlikely Pilgrim would be willing to pay a higher price in the future.

Most Attractive Acquisition Price Available at this Time. After a careful review of Pilgrim's original Offer for the Company, the Company's Board of Directors conducted a thorough exploration of strategic alternatives to maximize value for stockholders, which included contacting numerous potential merger partners. This process yielded a number of discussions and negotiations, but none which were financially superior to the \$21 per share in the Revised Offer. In this regard, the Board believed that there were no more desirable strategic or other transaction alternatives to the Pilgrim transaction available, noting in particular the length of time that Pilgrim's Offer had been outstanding, the substantial publicity the Offer had received and the Company's numerous inquiries of other potential acquirors or strategic partners, none of which led to agreements for an alternative transaction superior to the Revised Offer. The Board also believed that entering into the Merger Agreement, which by its terms permits the Board to change its recommendation, was unlikely to prevent any realistic opportunity for an acquisition of the Company on terms more favorable to those in the Merger Agreement.

Comparative Value of Pilgrim's \$21 Offer and the Recent Market Downturn. The ability of the Company to execute its strategic plan depends in large part on the price of feed and the prices for its products in the market. In the recent weeks since Pilgrim's launched its original Offer, the price of feed has significantly increased and excess supply levels have led to decreased poultry prices. The current value of the all cash revised offer of \$21 per share is greater than the original Offer of \$20 per share. The Board, with the advice of its financial advisors, also believed that, given current market conditions, the Revised Offer was likely to be higher than the value that would be realized in the immediate future by continuing to execute Gold Kist's strategic plan. The Board of Directors also considered that, as is evident from many factors including the market volatility referenced above, the value provided to stockholders by the execution of Gold Kist's strategic plan is less certain and subject to numerous factors outside the Company's control. The \$21 per share value represented by Pilgrim's Revised Offer is a fixed cash price at a value the Board believes to be fair and in the best interests of the Company's stockholders.

Greater Certainty of Consummation of the Revised Offer and Merger. The Board of Directors considered that the consummation of the Revised Offer pursuant to the terms of the Merger Agreement would be subject to fewer conditions, which are more narrow and more likely to be satisfied than had been the case with Pilgrim's Original Offer.

Fairness Opinion of Gleacher—Gleacher delivered to the Board of Directors its oral opinion on December 3, 2006, subsequently confirmed in writing, to the effect that, as of such date, the \$21 per share price to be paid in connection with the Revised Offer and Merger was fair, from a financial point of view, to the Company's stockholders.

The Board considered a presentation from Gleacher that included detailed analyses, including: (a) a comparable company analysis of the current trading multiples of public companies whose operating characteristics or industry focus Gleacher believes resemble those of the Company; (b) a precedent transaction analysis that investigated the transaction multiples in selected change in control transactions

for companies that Gleacher deemed relevant and a comparison of those transaction multiples to the implied multiples of the Transaction; (c) a discounted cash flow analysis that considered the present aggregate value of the projected free cash flows for the Company, assuming it remained independent; (d) a leveraged buyout analysis that considered the theoretical aggregate value which could potentially be obtained based on an assumed Company capitalization structure; and (e) an accretion/dilution analysis that evaluated the pro forma effect of consolidating the Company with Pilgrim and the impact on earnings.

In conducting its analyses and arriving at its opinion, Gleacher: (a) reviewed certain publicly available and internal financial statements and other information of the Company; (b) discussed the past and current operations, financial condition and prospects of the Company with its management; (c) reviewed with management certain business plans and financial projections of the Company; (d) reviewed a draft of the Merger Agreement and terms of the transaction; (e) reviewed the historical market prices of the Company's shares and compared them with the Revised Offer; (f) reviewed estimated Revenue, EBITDA, EBIT, Net Income and the current trading multiples of companies with operating characteristics and/or industry focus that Gleacher believes resemble those of the Company, including Tyson Foods, Pilgrim's Pride, Sanderson Farms, Hormel Foods, Smithfield Foods, Maple Leaf Foods, Sadia SA, and Perdigao and compared them to the implied multiples of the transaction; (g) reviewed the financial terms of fourteen change in control transactions of companies with operating characteristics or industry focus that Gleacher believes resemble those of the Company and certain other change in control transactions; and (h) reviewed such other information and performed such other analyses as Gleacher deemed appropriate.

The summary of such analyses does not purport to be a complete description of the analyses underlying the opinion of Gleacher. In arriving at its opinion, Gleacher did not attribute any particular weight to any analysis or factor considered by it, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. Accordingly, Gleacher believes that its analyses must be considered as a whole and that selecting portions of its analyses or portions of the factors considered by it, without considering all analyses and factors, would create an incomplete view of the processes underlying such analyses and its opinion. In its analyses, Gleacher made numerous assumptions with respect to the Company, industry performance, general business, regulatory, economic, market and financial conditions and other matters. Because such estimates are inherently subject to substantial uncertainty, none of the Company, Gleacher or any other person assumes responsibility for their accuracy.

The Gleacher opinion, which is attached hereto as Exhibit (a)(27) and is incorporated by reference herein, sets forth the procedures followed, assumptions made, matters considered in and the limitations on the review undertaken by Gleacher in providing its opinion. Holders of the Company Common Stock are encouraged to read the opinion of Gleacher carefully and in its entirety. The opinion of Gleacher was addressed to and presented for the benefit of the Board in connection with its consideration of the Revised Offer and the Merger and is directed only to the fairness from a financial point of view of the consideration to be received by the holders of Company Common Stock pursuant to the Revised Offer and the Merger and does not constitute a recommendation as to whether the Company should engage in the transactions contemplated thereby. Gleacher was retained to serve as advisor to the Board and not as advisor to or agent of any of the Company's stockholders. To this end, its opinion does not constitute a recommendation to any stockholder as to whether such stockholder should tender any shares pursuant to the Revised Offer or any matter related thereto.

Pursuant to the terms of the engagement letter dated September 8, 2006, the Board agreed to cause the Company to pay Gleacher a fee, a significant portion of which will be paid only upon the closing of the Revised Offer, for rendering its opinion. The Company also agreed under certain circumstances to indemnify Gleacher and related persons against liabilities in connection with its engagement.

Fairness Opinion of Merrill Lynch. Merrill Lynch delivered to the Board of Directors its oral opinion on December 3, 2006, subsequently confirmed in writing, to the effect that, as of such date, the \$21 per

share price to be paid in connection with the Revised Offer and Merger was fair, from a financial point of view, to the Company's stockholders.

The Board considered presentations from Merrill Lynch that included detailed analyses, including: (a) an analysis of the 52-week high and low intraday stock prices of the Company for the period ending December 1, 2006; (b) a calculation of the present value of implied future stock prices of the Company; (c) a discounted cash flow analysis that considered the present aggregate value of the projected free cash flows for the Company, assuming it remained independent and (d) a precedent premiums analysis that considered median premiums in certain transactions with a value greater than \$500 million.

In conducting its analyses and arriving at its opinion, Merrill Lynch, among other things: (a) reviewed certain publicly available business and financial information relating to the Company that it deemed to be relevant; (b) reviewed certain information, including financial forecasts, relating to the business, earnings, cash flow, assets, liabilities and prospects of the Company furnished to Merrill Lynch by the Company; (c) conducted discussions with members of senior management of the Company concerning the matters described in (a) and (b) above; (d) reviewed the market prices and valuation multiples for the shares of Common Stock of the Company and compared them with those of certain publicly traded companies that it deemed to be relevant; (e) reviewed the results of operations of the Company and compared them with those of certain publicly traded companies that it deemed to be relevant; (f) compared the proposed financial terms of the transaction with the financial terms of certain other transactions that it deemed to be relevant; (g) participated in certain discussions and negotiations among representatives of the Company and Pilgrim and their financial and legal advisors; (h) reviewed an execution version of the Merger Agreement; and (i) reviewed such other financial studies and analyses and took into account such other matters as it deemed necessary, including its assessment of general economic, market and monetary conditions.

The summary of such analyses does not purport to be a complete description of the analyses underlying the opinion of Merrill Lynch. In arriving at its opinion, Merrill Lynch did not attribute any particular weight to any analysis or factor considered by it, but rather made qualitative judgments as to the significance and relevance of each analysis and factor. Accordingly, Merrill Lynch believes that its analyses must be considered as a whole and that selecting portions of its analyses or portions of the factors considered by it, without considering all analyses and factors, could result in an incomplete view of the processes underlying such analyses and its opinion. In its analyses, Merrill Lynch made numerous assumptions with respect to the Company, industry performance, general business, regulatory, economic, market and financial conditions and other matters. Because such estimates are inherently subject to substantial uncertainty, none of the Company, Merrill Lynch or any other person assumes responsibility for their accuracy.

The Merrill Lynch opinion, which is attached hereto as Exhibit (a)(28) and is incorporated by reference herein, sets forth the procedures followed, assumptions made, matters considered and limitations on the review undertaken by Merrill Lynch in providing its opinion. Holders of the Company Common Stock are encouraged to read the opinion of Merrill Lynch carefully and in its entirety. The opinion of Merrill Lynch was addressed to and presented for the benefit of the Board in connection with its consideration of the Revised Offer and the Merger and is directed only to the fairness from a financial point of view of the consideration to be received by the holders of Company Common Stock pursuant to the Revised Offer and the Merger and does not constitute a recommendation as to whether the Company should engage in the transactions contemplated thereby. Merrill Lynch was retained to serve as an advisor to the Board and not as an advisor to or agent of any of the Company's stockholders. To this end, Merrill Lynch's opinion does not constitute a recommendation to any stockholder as to whether such stockholder should tender any shares pursuant to the Revised Offer or any matter related thereto.

Pursuant to the terms of the engagement letter dated July 6, 2006, the Board agreed to cause the Company to pay Merrill Lynch a fee, a significant portion of which will be paid only upon the closing

of the Transaction, for rendering its opinion. The Company also agreed under certain circumstances to indemnify Merrill Lynch and related persons against liabilities in connection with their engagement.

Timing of Completion. The Board of Directors considered the anticipated timing of consummation of the Revised Offer, which should allow stockholders to receive the Revised Offer price of \$21 per share promptly, followed by the Merger in connection with which remaining stockholders are to receive the same consideration as received by stockholders who tender their shares in the Revised Offer.

The Board of Directors and the Special Committee also considered a number of uncertainties and risks in their deliberations concerning the Revised Offer, including, but not limited to the following:

The fact that the all-cash price would not allow Gold Kist's stockholders to participate in the benefits of any future growth of the combined entity.

If the Merger Agreement is terminated under certain circumstances, Gold Kist would be required to pay a termination fee of \$43,500,000.

The restrictions that the Merger Agreement imposes on soliciting competing proposals.

The lack of certainty that the conditions to Pilgrim's obligation to complete the Revised Offer or the parties' obligations to complete the Merger will be satisfied.

Gains from an all-cash transaction would generally be taxable to Gold Kist's stockholders for U.S. federal income tax purposes.

The interests of directors and executive officers that are different from, or in addition to, the interests of the Gold Kist stockholders.

Failure to consummate the Revised Offer or the Merger could adversely affect Gold Kist due to potential disruptions in its operations.

The Board of Directors and the Special Committee believed that, overall, the potential benefits of the Revised Offer and the Merger to Gold Kist stockholders outweighed the risks of the Revised Offer and the Merger.

In summary, the Board concluded that it is in the best interest of Gold Kist and its stockholders to accept the Revised Offer. Consequently, the Board of Directors believes that the Revised Offer is consistent with the Board's objective of maximizing stockholder value.

The foregoing discussion of the information and factors considered by the Board of Directors is not meant to be exhaustive, but includes the material information, factors and analyses considered by the Board of Directors in reaching its conclusions and recommendations. The members of the Board of Directors evaluated the various factors listed above in light of their knowledge of the business, financial condition and prospects of Gold Kist and based upon the advice of the Board's financial and legal advisors. In light of the number and variety of factors that the Board of Directors considered, the members of the Board of Directors did not find it practicable to assign relative weights to the foregoing factors. However, the recommendation of the Board of Directors was made after considering the totality of the information and factors involved. In addition, individual members of the Board of Directors may have given different weight to different factors.

Stockholder Rights Plan

Item 4, under the heading "Stockholder Rights Plan" is hereby amended and supplemented by adding the following at the end thereof:

On December 4, 2006, Gold Kist amended the Stockholder Protection Rights Agreement (the "Rights Agreement") between Gold Kist and Computershare Investor Services, LLC, as Rights Agent, dated July 9, 2004

(the “Rights Amendment”). The effect of the Rights Amendment is to permit the performance of the transactions contemplated by the Merger Agreement, and prevent (i) Pilgrim or any of its affiliates or associates from becoming an “Acquiring Person” (as defined in the Rights Agreement), and (ii) a “Separation Time” or a “Stock Acquisition Date” (in each case as defined in the Rights Agreement) from occurring. The Rights Amendment also makes certain changes to the “Expiration Time” to provide that the Rights Agreement will terminate immediately after the acceptance for payment of, and the payment for, all shares of Company Common Stock tendered pursuant to the Revised Offer. The description of the Rights Amendment is qualified in its entirety by reference to the full text of the Rights Amendment, a copy of which has been filed as an Exhibit to Form 8-K filed by Gold Kist on December 4, 2006 and is incorporated by reference in its entirety.

Recommendation of the Board

Item 4, under the heading “Recommendation of the Board” is hereby amended and supplemented by adding the following at the end thereof:

In light of the factors described above, the Board of Directors and the Special Committee each has separately and unanimously determined that the Revised Offer is in the best interests of Gold Kist’s stockholders. Therefore, the Board of Directors unanimously recommends that the stockholders accept the Revised Offer, tender their shares to Pilgrim for purchase pursuant to the Revised Offer and approve the Merger to the extent required by Delaware law.

Item 4, Section (c) (“Intent to tender”) of the Schedule 14D-9 is hereby amended and supplemented by adding the following at the end thereof:

As of December 3, 2006, the directors and executive officers of Gold Kist owned in the aggregate 806,059 shares of Gold Kist Common Stock. To the Company’s knowledge, each of the Company’s executive officers, directors, affiliates and subsidiaries currently intends to tender pursuant to the Revised Offer all shares owned of record or beneficially owned by such person. If the directors and executive officers tender all of their shares in the Revised Offer or if their shares are acquired in the Merger, they will receive payment for their shares in an aggregate amount of approximately \$17.0 million.

ITEM 7. Purposes of the Transactions and Plans or Proposals

Item 7 of the Schedule 14D-9 is hereby amended and supplemented by addition the following to the end thereof:

Gold Kist and Pilgrim engaged in negotiations of a definitive merger agreement as disclosed in this Amendment to Schedule 14D-9 under Item 4, which has been amended to include information regarding the negotiation of the Merger Agreement.

The Merger Agreement provides that Pilgrim will amend the Offer to offer to purchase all of the issued and outstanding shares of Company Common Stock for a price of \$21 per share, subject to certain terms and conditions set forth in the Merger Agreement. Pursuant to the Merger Agreement and subject to the conditions specified therein, in the event Pilgrim accepts for payment and pays for the shares of Gold Kist pursuant to the Revised Offer, and subsequently completes the merger, Gold Kist will become a wholly-owned subsidiary of Pilgrim.

The Revised Offer, as amended pursuant to the terms of the Merger Agreement, will expire on December 27, 2006, unless otherwise extended by Pilgrim pursuant to the terms of the Merger Agreement.

Based on the estimated number of Shares outstanding as of the date of the Merger Agreement, the total cash value of the transaction is approximately \$1.1 billion, plus the assumption of approximately \$144 million of Gold Kist’s debt.

The Merger Agreement contains customary representations and warranties between Gold Kist, on the one hand, and Pilgrim, on the other hand. In addition, Pilgrim and Gold Kist also have agreed to certain customary covenants and agreements specified in the Merger Agreement. The obligations of Pilgrim to pay for tendered shares and close the Revised Offer and the Merger are subject to a number of conditions contained in the Merger Agreement, including, but not limited to: Pilgrim having available to it proceeds of financings that are sufficient to consummate the Revised Offer and there having been validly tendered and not withdrawn such number of shares of Company Common Stock that would constitute at least a majority of the shares of Company Common Stock outstanding immediately prior to the expiration of the Revised Offer.

The Merger Agreement contains certain termination rights for both Gold Kist, on the one hand, and Pilgrim, on the other hand. The Merger Agreement provides that, following termination of the Merger Agreement under specified circumstances, Gold Kist may be required to pay Pilgrim's a termination fee of \$43,500,000.

The description contained in this Item 7 of certain terms of the Merger Agreement and the transactions contemplated by the Merger Agreement is qualified in its entirety by reference to the full text of the Merger Agreement, a copy of which is attached hereto as Exhibit (a)(22) and is incorporated by reference into this Item 7 in its entirety. The Merger Agreement has been included to provide investors and security holders with the information regarding its terms and conditions. It is not intended to provide any other factual information about Gold Kist. The Merger Agreement contains representations and warranties that the parties to the Merger Agreement made to and solely for the benefit of each other.

ITEM 8. Additional Information

Litigation Matters

Item 8, under the heading "Litigation Matters" is hereby amended and supplemented by adding the following at the end thereof:

Pursuant to the Merger Agreement, Pilgrim and Gold Kist and the Company have agreed that, as soon as practicable, they shall promptly take all actions necessary to stay all proceedings (including discovery) pending before the United States District Court for the Northern District of Georgia, Atlanta Division in *Case 1:06-cv-02441-CC Gold Kist Inc. v. Pilgrim's Pride Corporation et al.* On December 5, 2006, the Company and Pilgrim filed a consent motion to stay these proceedings, which is subject to Court approval. The Company has further agreed that promptly upon the date on which Pilgrim pays for shares purchased in the Revised Offer, the Company shall dismiss with prejudice all claims asserted and/or that could be asserted in *Case 1:06-cv-02441-CC Gold Kist Inc. v. Pilgrim's Pride Corporation et al.*

Board Action Regarding Stockholder Rights Agreement

Item 8, under the heading "Board Action Regarding Stockholder Rights Agreement" is hereby amended and supplemented by adding the following at the end thereof:

At its meeting on December 3, 2006, the Board of Directors of Gold Kist took action, as permitted by the Rights Agreement, to make the provisions of the Rights Agreement, which otherwise could be triggered by the Revised Offer and Merger, inapplicable to the Revised Offer and the Merger. An amendment to the Rights Agreement has been approved and executed by the Company.

Delaware Business Combination Statute

Item 8, under the heading "Delaware Business Combination Statute" is hereby amended and supplemented by adding the following at the end thereof:

Gold Kist has recommended the Revised Offer and approved the Merger Agreement and the transaction contemplated thereby and has declared that the provisions of the Delaware Business Combination Statute do not apply to the transactions contemplated by the Merger Agreement.

Vote Required to Approve the Merger

The Board of Directors has approved the Revised Offer, the Merger and the Merger Agreement in accordance with the DGCL. Under Section 253 of the DGCL, if Pilgrim acquires, pursuant to the Revised Offer or otherwise, at least 90% of the outstanding shares of Gold Kist Common Stock, Pilgrim will effect the Merger after consummation of the Revised Offer without a vote by Gold Kist's stockholders. If Pilgrim acquires, pursuant to the Revised Offer or otherwise, less than 90% of the outstanding shares of Gold Kist Common Stock, the affirmative vote of a majority of the outstanding shares of Gold Kist Common Stock will be required for the adoption of the Merger Agreement under the DGCL to effect the Merger.

Appraisal Rights

No appraisal rights are available in connection with the Revised Offer. However, if the Merger is consummated, persons who are holders of Gold Kist Common Stock at the Effective Time will have certain rights under Section 262 of the DGCL to demand appraisal of their Gold Kist Common Stock. Such rights, if the statutory procedures are complied with, could entitle the holder to a judicial determination of the "fair value" of the Gold Kist Common Stock at the Effective Time of the Merger Agreement (excluding any element of value arising from the accomplishment or the expectation of the Merger), to be paid in cash, in lieu of the \$21 per share merger consideration. The value so determined could be more or less than the \$21 per share merger consideration.

Appraisal rights cannot be exercised at this time. Stockholders who will be entitled to appraisal rights in connection with the Merger will receive additional information concerning those rights and the procedures to be followed in order to perfect them before such stockholders have to take any action in connection with such rights.

Forward Looking Statements

This Schedule contains statements, estimates or projections that are not historical in nature and that may constitute "forward-looking statements" as defined under U.S. federal securities laws. These statements include, but are not limited to, the consummation of the Revised Offer, the successful completion of the Merger, the timing of the completion of the Merger, the successful combination of Gold Kist and Pilgrim's Pride, and the benefits of combining Gold Kist and Pilgrim's Pride. These statements, which speak only as of the date given, are subject to certain risks and uncertainties that could cause actual results to differ materially from our Company's historical experience and our expectations or projections. These risks include, but are not limited to, the risk that the stockholders of the Company do not tender their shares, the risk that the conditions to the transaction are not satisfied or waived and that the transaction is not consummated or not consummated within the expected timeframe, the risk that the financing required to pay the Revised Offer price is not available, and the risk that the expected benefits of the combination of Gold Kist and Pilgrim's Pride are not realized. Additional factors that may affect future results are contained in Gold Kist's SEC filings. Investors are advised to consult Gold Kist's filings with the SEC, including its Form 10-K for the fiscal year ended October 1, 2005, and subsequently filed Quarterly Reports on Form 10-Q. Gold Kist undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

ITEM 9. Exhibits.

Exhibit No.	Document
* (a)(1)	Press Release dated October 12, 2006–Gold Kist Board Response to Offer
* (a)(2)	Letter to Stockholders dated October 12, 2006
* (a)(3)	Excerpts from 2006 Proxy Statement filed with the SEC on December 15, 2005
* (a)(4)	Complaint filed October 12, 2006 in the United States District Court for the Northern District of Georgia–Gold Kist Inc., v. Pilgrim’ s Pride Corporation, et al.
* (a)(5)	Press Release dated October 12, 2006–Gold Kist Board Response to Debt Tender Offer
* (a)(6)	Letter to Suppliers dated October 12, 2006
* (a)(7)	Letter to Producers dated October 12, 2006
* (a)(8)	Email to Employees sent on October 12, 2006
* (a)(9)	Email to Customers sent on October 12, 2006
* (a)(10)	Press Release dated October 17, 2006–Gold Kist Lawsuit Against Pilgrim’ s Pride Corporation’ s Board Nominees Unaffected by Early Termination of Hart-Scott-Rodino Waiting Period
* (a)(11)	Letter to Producers dated October 20, 2006
* (a)(12)	Motion for Preliminary Injunction filed October 23, 2006 in the lawsuit entitled <i>Gold Kist Inc. v. Pilgrim’ s Pride Corporation et al. Case No: 1:06-CV-2441-JEC</i>
* (a)(13)	Memorandum of Law in Support of Motion for Preliminary Injunction filed October 23, 2006 in the lawsuit entitled <i>Gold Kist Inc. v. Pilgrim’ s Pride Corporation et al. Case No: 1:06-CV-2441-JEC</i>
* (a)(14)	Press Release and Letter to Stockholders dated November 7, 2006
* (a)(15)	Letter to Employees dated November 7, 2006
* (a)(16)	Letter to Producers dated November 7, 2006
* (a)(17)	Letter to Customers dated November 7, 2006
* (a)(18)	Press Release and Investor Presentation dated November 16, 2006
* (a)(19)	Transcript of Conference Call dated November 16, 2006
* (a)(20)	First Amended Complaint filed November 22, 2006 in the United States District Court for the Northern District of Georgia–Gold Kist Inc., and Jerry L. Stewart v. Pilgrim’ s Pride Corporation, <i>et al.</i>
* (a)(21)	Press Release dated November 28, 2006–Gold Kist Reiterates to Stockholders Not to Tender Shares at \$20
* (a)(22)	Agreement and Plan of Merger between Pilgrim, Pilgrim Sub and Gold Kist dated December 3, 2006
* (a)(23)	Press Release, dated December 4, 2006
* (a)(24)	Letter to Producers dated December 4, 2006
* (a)(25)	Letter to Customers dated December 4, 2006
* (a)(26)	Email to Employees dated December 4, 2006
(a)(27)	Opinion of Gleacher Partners LLC dated December 3, 2006
(a)(28)	Opinion of Merrill Lynch & Co. dated December 3, 2006
(a)(29)	Letter to Producers dated December 8, 2006

- * Previously filed as an exhibit to Gold Kist' s Schedule 14D-9 filed with the SEC on October 12, 2006, Schedule 14D-9/A filed on October 17, 2006, Schedule 14D-9/A filed on October 20, 2006, Schedule 14D-9/A filed on October 23, 2006, Schedule 14D-9/A filed on November 7, 2006, Schedule 14D-9/A filed on November 16, 2006, Schedule 14D-9/A filed on November 17, 2006, Schedule 14D-9/A filed on November 24, 2006, Schedule 14D-9/A filed on November 28, 2006 and Schedule 14D-9/A filed on December 4, 2006.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 8, 2006

GOLD KIST INC.

By: /s/ JOHN BEKKERS
(President and Chief Executive Officer)

GLEACHER PARTNERS LLC

660 MADISON AVENUE

NEW YORK, NY 10021-8405

212-418-4200

212 752-2711 FAX

December 3, 2006

Board of Directors

Gold Kist Inc.

244 Perimeter Center Parkway

Atlanta, GA 30346

Ladies and Gentlemen:

We understand that Gold Kist Inc. (“Gold Kist” or the “Company”) and Pilgrim’ s Pride Corporation (“Pilgrim’ s Pride”), propose to enter into an Agreement and Plan of Merger, dated as of December 3, 2006 (the “Agreement”), which provides, among other things, for the acquisition by Pilgrim’ s Pride by means of a tender offer and subsequent merger, of all the issued and outstanding shares of Gold Kist common stock, par value \$0.01 per share, including the associated Series A Junior Participating Preferred Stock Purchase rights (collectively, the “Common Stock” and such transaction, the “Transaction”). Pursuant to the Transaction, Pilgrim’ s Pride is offering to purchase each issued and outstanding share of Gold Kist Common Stock for \$21.00 per share in cash (the “Consideration”). The terms and conditions of the Transaction are more fully set forth in the Agreement.

You have asked for our opinion as to whether the Consideration is fair, from a financial point of view, to the holders of Gold Kist’ s Common Stock.

For purposes of the opinion set forth herein, we have:

- (i) reviewed certain publicly available financial statements and other information of the Company;
- (ii) reviewed certain internal financial statements and other financial and operating data concerning the Company prepared by the management of the Company;
- (iii) analyzed certain financial forecasts prepared by the management of the Company, which forecasts the Company has represented to us are consistent with the best judgments of the Company’ s management as to the future financial performance of the Company and are the best currently available forecasts with respect to such future financial performance of the Company;
- (iv) discussed the past and current operations and financial condition and the prospects of the Company with senior executives of the Company;
- (v) reviewed the reported prices and trading activity for the Common Stock;
- (vi) compared the financial performance of the Company and the prices and trading activity of the Common Stock with that of certain other publicly traded companies and their securities that we considered comparable to the Company in certain respects:

- (vii) reviewed the financial terms, to the extent publicly available, of certain transactions that we considered comparable to the Transaction in certain respects;
- (viii) reviewed a draft of the Agreement; and
- (ix) performed such other analyses and considered such other factors as we have deemed appropriate.

Board of Directors
Gold Kist Inc.
December 3, 2006
Page 2

We have assumed and relied upon without independent verification the accuracy and completeness of the financial and other information reviewed by or discussed with us for the purpose of this opinion. With respect to the financial projections provided to us, with your consent, we have assumed that they have been reasonably prepared and are consistent with the best currently available estimates and judgments of the senior management of Gold Kist as to the future financial performance of Gold Kist. We assume no responsibility for and express no view as to such forecasts or the assumptions on which they are based and we have relied upon the assurance of the senior management of Gold Kist that they are unaware of any facts that would make the information provided to or reviewed by us incomplete or misleading. We have also assumed, based upon the information which has been provided to us and without assuming responsibility for independent verification therefor, that no material undisclosed liability exists with respect to the Company. We have not made any independent valuation or appraisal of the assets or liabilities (contingent or otherwise) of Gold Kist or any of its subsidiaries, nor have we been furnished with any such valuations or appraisals.

We have also assumed that the Transaction will be consummated in accordance with the terms set forth in the Agreement and that all of the representations and warranties of the parties to the Agreement are true, that the covenants of each party to the Agreement will be fully complied with and that all conditions to the Transaction set forth in the Agreement will be timely satisfied and not waived. In addition, we have assumed, with your consent, that any governmental, regulatory or third party consents, approvals or agreements necessary for the consummation of the Transaction will be obtained without any imposition of a delay, limitation, restriction or condition that would have a material adverse effect on the Company or the contemplated benefits of the Transaction. Representatives of the Company have advised us, and we have further assumed, that the final terms of the Agreement do not vary materially from those terms set forth in the draft Agreement reviewed by us. In addition, we are not legal, accounting, regulatory or tax experts and with your consent we have relied, without independent verification, on the assessment of Gold Kist and its advisors with respect to such matters. Our opinion is necessarily based on economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. It should be understood that, although subsequent developments may affect this opinion, we do not have any obligation to update, revise or reaffirm this opinion.

Our opinion addresses only the fairness, from a financial point of view, to the stockholders of the Company of the Consideration, and we do not express any view as to the fairness of the Transaction to, or any consideration of, the holders of any other class of securities, creditors or other constituencies of the Company or any other term of the proposed Transaction or the other matters contemplated by the Agreement. Our opinion does not address the Company's underlying business decision to effect the Transaction as contemplated by the Agreement or the relative merits of the transaction as compared to other business strategies or transactions that might be available to the Company.

We have acted as financial advisor to the Board of Directors of Gold Kist in connection with this transaction and will receive a fee for our services, a significant portion of which will be paid only upon the closing of the Transaction. In addition, the Company has agreed to indemnify us for certain liabilities arising out of our engagement. Our advisory services and the opinion expressed herein are provided for the information and assistance of the Board of Directors of the Company in connection with its consideration of the Transaction and the other matters contemplated by the Agreement and such opinion does not constitute a recommendation as to whether the Company should engage in the Transaction and the other matters contemplated by the Agreement or whether any stockholder of the Company should tender its shares in connection with the Transaction.

It is understood that this letter and any advice or materials provided by Gleacher Partners LLC in connection with its engagement by the Board of Directors are for the information of the Board of Directors of Gold Kist, and

Board of Directors

Gold Kist Inc.

December 3, 2006

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the Company agrees that no such opinion, advice or material shall be relied upon by any person or used for any other purpose or be reproduced, disseminated, quoted or referred to at any time, in any manner or for any purpose, nor shall any public references to Gleacher partners LLC be made by or on behalf of the Company, in each case without the prior written consent of Gleacher Partners LLC.

Based upon and subject to the foregoing and such other matters as we consider relevant, we are of the opinion that, as of the date hereof, the Consideration to be paid in connection with the Transaction is fair, from a financial point of view, to the holders of Gold Kist' s Common Stock.

Very truly yours,

GLEACHER PARTNERS LLC

By:



Richard F. Burke, Jr.
Managing Director



Global Markets & Investment Banking

December 3, 2006

Board of Directors

Gold Kist Inc.

Members of the Board of Directors:

Gold Kist Inc. (the “Company”), Pilgrim’ s Pride Corporation (the “Acquiror”), and Protein Acquisition Corporation, a wholly-owned subsidiary of the Acquiror (the “Acquisition Sub”), propose to enter into an Agreement and Plan of Merger dated December 3, 2006 (the “Agreement”) pursuant to which (i) the Acquiror and the Acquisition Sub have agreed to amend their tender offer (the “Tender Offer”) for all outstanding shares of the Company’ s common stock, par value \$.01 per share, of the Company (the “Company Shares”) to increase the consideration offered to \$21.00 per share, net to the seller in cash (the “Consideration”), and (ii) Acquisition Sub would be merged with the Company in a merger (the “Merger”), in which each Company Share not acquired in the Tender Offer, other than Company Shares held in treasury or held by the Acquiror or any affiliate of the Acquiror or as to which dissenter’ s rights have been perfected, would be converted into the right to receive the Consideration. The Tender Offer and the Merger, taken together, are referred to as the “Transaction”.

You have asked us whether, in our opinion, the Consideration to be received by the holders of the Company Shares pursuant to the Transaction is fair from a financial point of view to such holders other than the Acquiror and its affiliates.

In arriving at the opinion set forth below, we have, among other things:

- (1) Reviewed certain publicly available business and financial information relating to the Company that we deemed to be relevant;
- (2) Reviewed certain information, including financial forecasts, relating to the business, earnings, cash flow, assets, liabilities and prospects of the Company furnished to us by the Company;
- (3) Conducted discussions with members of senior management of the Company concerning the matters described in clauses 1 and 2 above;
- (4) Reviewed the market prices and valuation multiples for the Company Shares and compared them with those of certain publicly traded companies that we deemed to be relevant;
- (5) Reviewed the results of operations of the Company and compared them with those of certain publicly traded companies that we deemed to be relevant;
- (6) Compared the proposed financial terms of the Transaction with the financial terms of certain other transactions that we deemed to be relevant;
- (7) Participated in certain discussions and negotiations among representatives of the Company and the Acquiror and their financial and legal advisors;
- (8) Reviewed an execution version of the Agreement;
- (9) Reviewed such other financial studies and analyses and took into account such other matters as we deemed necessary, including our assessment of general economic, market and monetary conditions.

In preparing our opinion, we have assumed and relied on the accuracy and completeness of all information supplied or otherwise made available to us, discussed with or reviewed by or for us, or publicly available, and we have not assumed any responsibility for independently verifying such information or undertaken an independent evaluation or appraisal of any of the assets or liabilities of the Company or been furnished with any such evaluation or appraisal, nor have we evaluated the solvency or fair value of the Company under any state or federal laws relating to bankruptcy, insolvency or similar matters. In addition, we have not assumed any obligation to conduct any physical inspection of the properties or facilities of the Company. With respect to the financial forecast information furnished to or discussed with us by the Company, we have assumed that they have been reasonably prepared and reflect the best currently available estimates and judgment of the Company's management as to the expected future financial performance of the Company. We have also assumed that the final form of the Agreement will be substantially similar to the last draft reviewed by us.

Our opinion is necessarily based upon market, economic and other conditions as they exist and can be evaluated on, and on the information made available to us as of, the date hereof.

We are acting as financial advisor to the Company in connection with the Transaction and will receive a fee from the Company for our services, a significant portion of which is contingent upon the consummation of the Transaction. In addition, the Company has agreed to indemnify us for certain liabilities arising out of our engagement. We have, in the past, provided financial advisory and financing services to the Company and the Acquiror and may continue to do so and have received, and may receive, fees for the rendering of such services. In addition, in the ordinary course of our business, we may actively trade the Company Shares and other securities of the Company, as well as securities of the Acquiror for our own account and for the accounts of customers and, accordingly, may at any time hold a long or short position in such securities.

This opinion is for the use and benefit of the Board of Directors of the Company. Our opinion does not address the merits of the underlying decision of the Company to engage in the Transaction and does not constitute a recommendation to any shareholder as to whether such shareholder should tender any Company Shares pursuant to the Tender Offer and how such shareholder should vote on the proposed Merger or any matter related thereto. In addition, you have not asked us to address, and this opinion does not address, the fairness to, or any other consideration of, the holders of any class of securities, creditors or other constituencies of the Company, other than the holders of the Company Shares.

On the basis of and subject to the foregoing, we are of the opinion that, as of the date hereof, the Consideration to be received by the holders of the Company Shares pursuant to the Transaction is fair from a financial point of view to the holders of such shares.

Very truly yours,



MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

December 8, 2006

Dear Gold Kist Producers:

As I informed you in my last letter, Gold Kist and Pilgrim' s Pride Corporation have entered into a definitive merger agreement to create the largest chicken company in the United States. It is anticipated that this transaction will close at the end of December, and Pilgrim' s Pride will acquire all the outstanding shares of Gold Kist common stock for \$21 a share.

The Gold Kist Board of Directors supports this transaction and if you are a Gold Kist stockholder, the Board encourages you to tender your shares to Pilgrim' s Pride. This will allow the transaction close as quickly as possible which is in the interest of everyone. In the next few days, you will be receiving more information on the transaction and directions on how to tender your shares.

Once again, I thank you for your loyalty and support of Gold Kist. I am confident that you will find that Pilgrim' s Pride will be a good business partner and will provide opportunities to participate in the growth of this combined company.

Sincerely,

John Bekkers

President and Chief Executive Officer



December 8, 2006

Dear Gold Kist Stockholder:

Pilgrim's Pride Corporation and Gold Kist Inc. are pleased to confirm that we have entered into a definitive merger agreement under which Pilgrim's Pride is offering to acquire all of the outstanding shares of Gold Kist common stock for \$21.00 per share in cash. Effective December 4, 2006, Pilgrim's Pride (through its subsidiary, Protein Acquisition Corporation) is offering to pay \$21.00 per share net to the seller in cash (less any applicable tax withholding) for any and all outstanding shares of Gold Kist stock not already owned by them or their affiliates. Following completion of the tender offer, Protein Acquisition Corporation will be merged into Gold Kist and Gold Kist will become a wholly owned subsidiary of Pilgrim's Pride.

GOLD KIST'S DIRECTORS HAVE (i) UNANIMOUSLY DETERMINED THAT EACH OF THE TRANSACTIONS CONTEMPLATED BY THE MERGER AGREEMENT, INCLUDING THE TENDER OFFER AND THE MERGER, IS ADVISABLE, FAIR TO AND IN THE BEST INTERESTS OF GOLD KIST AND ITS STOCKHOLDERS, (ii) APPROVED THE TENDER OFFER AND THE MERGER AND THE MERGER AGREEMENT IN ACCORDANCE WITH DELAWARE LAW, AND (iii) RECOMMENDED ACCEPTANCE AND APPROVAL OF THE OFFER AND ADOPTION OF THE MERGER AGREEMENT BY GOLD KIST'S STOCKHOLDERS.

In reaching their decision to approve Pilgrim's \$21.00 offer and enter into the Merger Agreement, the Gold Kist Directors consulted with the Company's management and the Company's financial and legal advisors, and took into account numerous factors which are discussed in more detail in Gold Kist's amended Schedule 14D-9 included with this letter.

The Pilgrim's Pride offer of \$21.00 per share represents an approximately 62% premium over Gold Kist's closing stock price on August 18, 2006, the last day of trading before Pilgrim's Pride notified Gold Kist's board of directors in a public letter that it was offering to purchase the company. The \$21.00 price also reflects a \$1.00 increase in the price per share that Pilgrim's Pride initially offered to Gold Kist stockholders in the original tender offer on September 29, 2006.

The expiration date of the tender offer is 5:00 p.m., New York City time, on Wednesday, December 27, 2006, unless further extended.

Enclosed with this letter is Amendment No. 10 to Gold Kist's Schedule 14D-9, which contains additional information regarding Gold Kist's evaluation and recommendation of the revised offer and which includes the written fairness opinions of Merrill Lynch, Pierce, Fenner & Smith Incorporated and Gleacher Partners LLC. Also enclosed is Pilgrim's Pride's Supplement to the Offer to Purchase, which provides further details concerning the amended terms of the tender offer.

We ask that you read the enclosed information carefully and that you tender your shares as soon as possible. If you are a registered holder (i.e., you own shares in your name), then please complete the enclosed (yellow) Letter of Transmittal and return it to the Depositary today with your certificates. If you are a beneficial holder who is

not a registered holder (i.e., you hold your shares through a bank or brokerage firm), please contact your representative at your bank or brokerage firm and ask that they tender your shares to Pilgrim' s Pride. If you have already tendered your shares with the (**blue**) Letter of Transmittal sent with the original Offer to Purchase, you do not need to resend the revised (**yellow**) Letter of Transmittal.

If you have any questions or need assistance tendering your shares, please call Pilgrim' s Pride' s information agent, Innisfree M&A Incorporated, toll-free at 877-687-1874 (toll free from the U.S. and Canada.)

Thank you.

PILGRIM' S PRIDE CORPORATION

A handwritten signature in black ink, appearing to read "Bo Pilgrim".

Lonnie "Bo" Pilgrim, Chairman

GOLD KIST INC.

A handwritten signature in black ink, appearing to read "A.D. Frazier".

A.D. Frazier, Chairman