GEORGIA PACIFIC CORP

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SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): JUNE 1[illegible] 2001

GEORGIA-PACIFIC CORPORATION
(Exact Name of Registrant as Specified in Charter

GEORGIA	1-3506	93-0432081
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

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133 PEACHTREE STREET, N.E., ATLANTA, GEORGIA 30303
(Address of Principal Executive Offices) (Zip Code)

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(404) 652-4000
(Registrant's Telephone Number, Including Area Code)

NOT APPLICABLE
(Former Name or Former Address, if Changed Since Last Report)

Item 5. Other Events.

On June 12, 2001, Georgia-Pacific Corporation ("Georgia-Pacific") and Plum Creek Timber Company ("Plum Creek" announced that Plum Creek, Georgia-Pacific and North American Timber Corp., NPI Timber, Inc., GNN Timber, Inc., LRFP Timber, Inc., and NPC Timber, Inc., each a wholly owned subsidiary of Georgia-Pacific (each a "Spinco" and collectively "Spincos" , had entered into Amendment No. 1 to the Agreement and Plan of Merger, dated as of June 12, 2001 (the "Merger Agreement Amendment" , which amends the Agreement and Plan of Merger, dated as of July 18, 2000 as amended, the "Merger Agreement"), pursuant to which each of the Spincos will merge with and into Plum Creek, with Plum Creek as the surviving corporation (the "Mergers"). Holders of Georgia-Pacific Corporation-Timber Company Common Stock, par value $0.80 per share ("Timber Stock"), will continue to receive 1.37 shares of Plum Creek common stock, par value $.01 per share "Plum Creek Common Stock"), for each share of Timber Stock.

The Mergers are subject, among other things, to approval by the stockholders of Plum Creek and the holders of the outstanding shares of Timber Stock, and to the receipt by each of Plum Creek and Georgia-Pacific of an opinion from its respective tax counsel that the redemption of Timber Stock, followed by the consummation of the Mergers, will be tax free to Georgia-Pacific and the holders of Timber Stock. It is also a condition to each of Plum Creek's and Georgia-Pacific's obligation to consummate the Mergers that an insurance policy be in place providing $500 million of insurance against the risk that Georgia-Pacific would be subject to tax on the redemption of Timber Stock. The transaction is also subject to the satisfaction of customary closing conditions.

In connection with the execution of the Merger Agreement Amendment, Plum Creek, Georgia-Pacific, PC Advisory Partners I L.P. and PC Intermediate Holdings, L.P. (together, the "Securityholders") and the individuals listed on the signature pages thereto (such individuals referred to as the "Principals") have entered into Amendment No. 1 to the Voting Agreement and Consent, dated as of June 12, 2001 (the "Voting Agreement Amendment"), which amends the Voting Agreement and Consent, dated as of July 18, 2000 (as amended, the "Voting Agreement"). The Securityholders collectively own 16,498,709 shares of Plum Creek Common Stock and 634,566 shares of Plum Creek special voting stock, par value $.01 per share (the "Plum Creek Special Voting Common Stock"), representing, in the aggregate, approximately 24.99% of the outstanding Plum Creek Common Stock (assuming each share of Plum Creek Special Voting Common Stock is converted into Plum Creek Common Stock). Pursuant to the Voting Agreement and subject to the terms and conditions contained therein, (i) the Securityholders have agreed to vote to approve the Merger Agreement, the Mergers and the transactions contemplated thereby, (ii) the Securityholders have agreed to convert each share of Plum Creek Special Voting Common Stock into one share of Plum Creek Common Stock immediately prior to the Mergers and (iii) the Securityholders and the Principals have agreed to waive, simultaneously with the consummation of the Mergers, their rights to designate any nominees to the board of directors of Plum Creek.

The Merger Agreement Amendment, the Voting Agreement Amendment and the joint press release are incorporated by reference into this Item 5, and the foregoing description of such documents and the transactions contemplated therein are qualified in their entirety by reference to such exhibits.

Item 7. Financial Statements, Pro Forma Financial Information and Exhibits.

(c) Exhibits:

2.1	Amendment No. 1 to Agreement and Plan of Merger, dated as of June 12, 2001, by and among Plum Creek Timber Company, Inc., a Delaware corporation, Georgia-Pacific Corporation, a Georgia corporation and North American Timber Corp., NPI Timber, Inc., GNN Timber, Inc., LRFP Timber, Inc., and NPC Timber, Inc., each a Delaware corporation and a wholly owned subsidiary of Georgia-Pacific Corporation.
9.1	Amendment No. 1 to Voting Agreement and Consent dated as of June 12, 2001, by and among Plum Creek Timber Company, Inc., a Delaware corporation, Georgia-Pacific Corporation, a Georgia corporation and each of signatories thereto.
99.1	Joint Press Release, dated June 12, 2001.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: June 13, 2001

GEORGIA-PACIFIC CORPORATION

By: /s/ Kenneth F. Khoury

Kenneth F. Khoury
Vice President, Deputy General Counsel
and Secretary

EXHIBIT INDEX

EXHIBIT DESIGNATION	NATURE OF EXHIBIT
2.1	Amendment No. 1 to Agreement and Plan of Merger, dated as of June 12, 2001, by and among Plum Creek Timber Company, Inc., a Delaware corporation, Georgia-Pacific Corporation, a Georgia corporation and North American Timber Corp., NPI Timber, Inc., GNN Timber, Inc., LRFP Timber, Inc., and NPC Timber, Inc., each a Delaware corporation and a wholly owned subsidiary of Georgia-Pacific Corporation.
9.1	Amendment No. 1 to Voting Agreement and Consent dated as of July 12, 2001, by and among Plum Creek Timber Company, Inc., a Delaware corporation, Georgia-Pacific Corporation, a Georgia corporation and each of the signatories thereto.
99.1	Joint Press Release, dated June 12, 2001.

AMENDMENT NO. 1
TO AGREEMENT AND PLAN OF MERGER

This Amendment No. 1 to Agreement and Plan of Merger (this "Amendment No. 1"), dated as of June 12, 2001, is made by and among Plum Creek Timber Company, Inc., a Delaware corporation ("Plum Creek"), Georgia-Pacific Corporation, a Georgia corporation ("G-P"), and North American Timber Corp., NPI Timber, Inc., GNN Timber, Inc., GPW Timber, Inc., LRFP Timber, Inc., and NPC Timber, Inc., each a Delaware corporation and wholly-owned subsidiary of G-P (each a "Spinco" and, collectively, the "Spincos"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement.

WHEREAS, Plum Creek, G-P and each of the Spincos are parties to the Agreement and Plan of Merger, dated as of July 18, 2000 (the "Merger Agreement");

WHEREAS, Plum Creek, G-P and each of the Spincos desire to amend the Merger Agreement on the terms provided herein.

WHEREAS, each of the Board of Directors of Plum Creek, G-P and each of the Spincos has approved and declared advisable this Amendment No. 1 and the transactions contemplated hereby.

WHEREAS, in connection with the execution of this Amendment No. 1, SPO and certain individuals have entered into Amendment No. 1 to Voting Agreement and Consent with Plum Creek and G-P, dated as of the date hereof.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. AMENDMENT TO THE SEVENTH RECITAL OF THE MERGER AGREEMENT. The seventh recital of the Merger Agreement is hereby amended to insert the words ", as amended by Amendment No. 1 to Voting Agreement and Consent, dated as of June 12, 2001" after the word "hereof" in the third line thereto.

2. AMENDMENT TO SECTION 1.01 OF THE MERGER AGREEMENT. Section 1.01 of the Merger Agreement is hereby amended to:

(a) insert the following defined terms to read as follows in their entirety:

"G-P Tax Matters Officers' Certificate" shall mean the G-P Tax Matters Officers' Certificate substantially in the form attached hereto as Exhibit I.

"Insurance Binder" shall mean one or more binders of insurance, issued by one or more insurance carriers reasonably acceptable to G-P and Plum Creek, binding such insurance carriers unconditionally, except as respects non-payment of premium, to issue one or more insurance policies (i) providing a minimum of $500 million of tax opinion

guarantee insurance coverage reasonably acceptable to G-P and Plum Creek and (ii) containing terms and conditions customary to such insurance.

"Plum Creek Tax Matters Officers' Certificate" shall mean the Plum Creek Tax Matters Officers' Certificate substantially in the form attached hereto as Exhibit J.

(b) delete the defined term "Fort Bragg Note" in its entirety;

(c) delete the defined term "Private Letter Ruling" in its entirety;

(d) amend and restate the defined term "Tax Matters Agreement" to read as follows in its entirety:

"Tax Matters Agreement" shall mean the agreement substantially in the form attached to this Agreement as Exhibit C; and

(e) amend the defined term "Timber Group Timber Agreements" to insert the words "to enable Plum Creek to continue to qualify as a Real Estate Investment Trust under the Code and" after the word "necessary" in the second line thereto.

3. AMENDMENT TO SECTION 2.01(a) OF THE MERGER AGREEMENT. Section 2.01(a) of the Merger Agreement is hereby amended to insert the words ", as amended and restated on June 12, 2001" after the word "hereof" in the fourth line thereto.

4. AMENDMENT TO SECTION 4.24 OF THE MERGER AGREEMENT. Section 4.24 of the Merger Agreement is hereby amended and restated to read as follows in its entirety:

Section 4.24 REDEMPTION. Upon completion of the Redemption, the Spincos collectively will hold all of the assets and have assumed all of the liabilities (whether accrued, absolute, contingent or otherwise) attributed to the Timber Group. As of June 2, 2001, the aggregate outstanding indebtedness attributed to the Timber Group was $635.4 million. Between June 2, 2001 and the date of Amendment No. 1, G-P and its Subsidiaries have incurred no indebtedness for borrowed money attributable to the Timber Group other than borrowings in the ordinary course of business.

5. AMENDMENT TO SECTION 4.29 OF THE MERGER AGREEMENT. Section 4.29 of the Merger Agreement is hereby deleted in its entirety.

6. AMENDMENT TO ARTICLE VI OF THE MERGER AGREEMENT. Article VI of the Merger Agreement is hereby amended to insert Section 6.21 to read as follows in its entirety:

Section 6.21 INSURANCE BINDER. G-P agrees to use commercially reasonable efforts to obtain prior to the Closing Date the Insurance Binder. One or more Spincos shall be responsible for all obligations relating to any premiums or other costs and expenses incurred in obtaining such Insurance Binder or the insurance policy issued pursuant to such binder; provided, however, that the Spincos shall not be required to pay more than $24.25 million for such obligations.

7. AMENDMENT TO SECTION 6.01 OF THE MERGER AGREEMENT. Section 6.01 of the Merger Agreement is hereby amended to insert subsection (e) to read as follows in its entirety:

(e) Each of G-P and Plum Creek agrees to provide the G-P Tax Matters Officers' Certificate and the Plum Creek Tax Matters Officers' Certificate, respectively, on or prior to each of the (i) date that the SEC declares the Merger Registration Statement effective, (ii) Notice of Redemption Date and (iii) Closing Date, in each case as requested by special counsel to G-P and Plum Creek.

8. AMENDMENT TO SECTION 6.03(d)(x) OF THE MERGER AGREEMENT. Section 6.03(d)(x) of the Merger Agreement is hereby amended and restated to read as follows in its entirety:

(x) take any action that is intended or may reasonably be expected to result in G-P not being able to make any of the representations and warranties set forth in the G-P Tax Matters Officers' Certificate or to cause any of such representations and warranties to become untrue in any material respect.

9. AMENDMENT TO SECTION 6.04(d) OF THE MERGER AGREEMENT. Section 6.04(d) of the Merger Agreement is hereby amended to (a) delete the word "or" in the fifth line of Section 6.04(d)(ix, and (b) delete subsection (x) in its entirety and insert in its stead the following subsections (x) and (xi) to read as follows in their entirety:

(x) take any action that is intended or may reasonably be expected to result in Plum Creek not being able to make any of the representations and warranties set forth in the Plum Creek Tax Matters Officers' Certificate or to cause any of such representations and warranties to become untrue in any material respect; or

(xi) agree, in writing or otherwise, to take any of the foregoing action.

10. AMENDMENT TO SECTION 6.06(b) OF THE MERGER AGREEMENT. Section 6.06(b) of the Merger Agreement is hereby amended to insert "or 2001" after "2000" in the second line thereto.

11. AMENDMENT TO SECTION 6.07(a) OF THE MERGER AGREEMENT. Section 6.07(a) of the Merger Agreement is hereby amended to delete the words "promptly following the receipt of the Private Letter Ruling" and inserting in their stead the words "as promptly as practicable after the Merger Registration Statement shall have become effective" in the second line thereto.

12. AMENDMENT TO SECTION 6.07(b) OF THE MERGER AGREEMENT. Section 6.07(b) of the Merger Agreement is hereby amended to delete the words "promptly following the receipt of the Private Letter Ruling" and inserting in their stead the words "as promptly as practicable after the Merger Registration Statement shall have become effective" in the second line thereto.

13. AMENDMENT TO SECTION 6.08(a) OF THE MERGER AGREEMENT. Section 6.08(a) of the Merger Agreement is hereby amended to delete the words "but in no event prior to the receipt of the Private Letter Ruling," in the seventeenth line thereto.

14. AMENDMENT TO SECTION 6.20 OF THE MERGER AGREEMENT. Section 6.20 of the Merger Agreement is hereby amended to insert the words "or that would not allow Plum Creek to continue to qualify as a Real Estate Investment Trust under the Code" after the word "Code" in the fourth line thereto.

15. AMENDMENT TO SECTION 7.01 OF THE MERGER AGREEMENT. Section 7.01 of the Merger Agreement is hereby amended to (a) delete the word "and" in the second line of Section 7.01(g); (b) delete the period at the end of Section 7.04(h) and insert in its stead "; and"; and (c) insert subsection (i) to read as follows in its entirety:

(i) the Insurance Binder shall have been issued and be in full force and effect.

16. AMENDMENT TO SECTION 7.01(e) OF THE MERGER AGREEMENT. Section 7.01(e) of the Merger Agreement is hereby amended and restated to read as follows in its entirety:

(e) Plum Creek shall have received the opinion of Skadden, Arps, Slate Meagher & Flom LLP, special counsel to Plum Creek, and G-P shall have received the opinion of McDermott Will & Emery, special counsel to G-P, each dated as of the Notice of Redemption Date, in form and substance reasonably satisfactory to each of Plum Creek and G-P, respectively, based upon facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing at the Notice of Redemption Date, to the effect that the Redemption will qualify as a distribution described in sections 355(a) and (c) and, if applicable, section 361(c) of the Code and that the consummation of the Mergers will not alter such conclusion;

17. AMENDMENT TO SECTION 7.01(h) OF THE MERGER AGREEMENT. Section 7.01(h) of the Merger Agreement is hereby amended by inserting the words "and with respect to shares of Plum Creek Common Stock received in the Mergers" after the word "Redemption" in the third line thereto.

18. AMENDMENT TO SECTION 7.02(a) OF THE MERGER AGREEMENT. Section 7.02(a) of the Merger Agreement is hereby amended by inserting the words "and the G-P Tax Matters Officers' Certificate" after the word "Agreement" in the second line thereto.

19. AMENDMENT TO SECTION 7.03(a) OF THE MERGER AGREEMENT. Section 7.03(a) of the Merger Agreement is hereby amended by inserting the words "and the Plum Creek Tax Matters Officers' Certificate" after the word "Agreement" in the second line thereto.

20. AMENDMENT TO SECTION 7.04 OF THE MERGER AGREEMENT. Section 7.04 of the Merger Agreement is hereby amended to (a) delete the word "and" in the second line of Section 7.04(f) (b) delete the period at the end of Section 7.04(g) and insert in its stead "; and"; and (c) insert subsections (h) and (i) to read as follows in their entirety:

(h) the Insurance Binder shall have been issued and be in full force and effect; and

(i) Plum Creek shall have received the opinion of Skadden, Arps, Slate Meagher & Flom LLP, special counsel to Plum Creek, and G-P shall have received the opinion of McDermott Will & Emery, special counsel to G-P, each dated as of the Closing Date, in form and substance reasonably satisfactory to each of Plum Creek and G-P, respectively, based upon facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing at the Closing Date, to the effect that the Redemption will qualify as a distribution described in sections 355(a) and (c) and, if applicable, section 361(c) of the Code and that the consummation of the Mergers will not alter such conclusion.

21. AMENDMENT TO SECTION 7.05 OF THE MERGER AGREEMENT. Section 7.05 of the Merger Agreement is hereby amended to (a) delete the word "and" in the seventh line of Section 7.05(c); (b) delete the period at the end of Section 7.05(d) and insert in its stead "; and"; and (c) insert subsections (e) and (f) to read as follows in their entirety:

(e) the Insurance Binder shall have been issued and be in full force and effect; and

(f) Plum Creek shall have received the opinion of Skadden, Arps, Slate Meagher & Flom LLP, special counsel to Plum Creek, and G-P shall have received the opinion of McDermott Will & Emery, special counsel to G-P, each dated as of the Closing Date, in form and substance reasonably satisfactory to each of Plum Creek and G-P, respectively, based upon facts, representations and assumptions set forth in such opinion which are consistent with the state of facts existing at the Closing Date, to the effect that the Redemption will qualify as a distribution described in sections 355(a) and (c) and, if applicable, section 361(c) of the Code and that the consummation of the Mergers will not alter such conclusion.

22. AMENDMENT TO SECTION 8.01(e) OF THE MERGER AGREEMENT. Section

8.01(e) of the Merger Agreement is hereby amended to (a) delete the words "the twelve month anniversary of the execution of this Agreement" and insert in their stead "April 8, 2002" in the second line thereto and (b) delete the words "that if Section 7.01(e) has not been satisfied, this Agreement may be extended not more than three months by Plum Creek or G-P by written notice to the other party; and provided further, however," in the fifth line thereto.

23. AUTHORIZATION, EXECUTION AND DELIVERY; NO CONFLICTS.

(a) This Amendment No. 1 has been duly authorized, executed and delivered by each party hereto and constitutes a valid and binding agreement of each such party, enforceable against such party in accordance with its terms, except to the extent that its enforceability may be subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(b) The execution and delivery of this Amendment No. 1 and the consummation of the transactions contemplated hereby do not and will not (i) violate or conflict with any provisions of the constituent documents of each party hereto; (ii) violate or conflict with any Laws or Orders of any Governmental Authority applicable to any party hereto or by which any of such parties' properties or assets may be bound; (iii) require any filing with, or permit, consent or approval of, or the giving of any notice to any Governmental Authority; or (iv) result in a violation or breach of, conflict with, constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation or acceleration) under, or result in the creation of any Lien upon any of the properties or assets of any of Plum Creek, the Timber Group, the Spincos or any of their Subsidiaries under, or give rise to any obligation, right of termination, cancellation, acceleration or increase of any obligation or a loss of a material benefit under, any of the terms, conditions or provisions of any Contracts to which Plum Creek or its Subsidiaries or, in each case on behalf of the Timber Group, G-P, the Spincos or any of their Subsidiaries is a party, or by which any such Person or any of its properties or assets are bound, excluding from the foregoing clauses (ii), (iii) and (iv) conflicts, violations, breaches, defaults, rights or payment and reimbursement, terminations, modifications, accelerations and creations and impositions of Liens which would not reasonably be expected to, individually or in the aggregate, have a Plum Creek Material Adverse Effect or a Timber Group Material Adverse Effect, as the case may be.

24. NO OTHER CONSENTS OR AMENDMENTS. Except as expressly amended hereby, the provisions of the Merger Agreement are and shall remain in full force and effect.

25. APPLICABLE LAW. This Amendment No. 1 and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws rules thereof.

26. COUNTERPARTS. This Amendment No. 1 may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

{SIGNATURE PAGES FOLLOW}

IN WITNESS WHEREOF, Plum Creek, G-P and each of the Spincos has caused this Amendment No. 1 to be executed by their respective officers thereunto duly authorized, all as of the date first above written.

PLUM CREEK TIMBER COMPANY, INC.

By: /s/ Rick R. Holley

Name: Rick R. Holley
Title: President and Chief Executive Officer

GEORGIA-PACIFIC CORPORATION

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chairman, Chief Executive Officer and President

NORTH AMERICAN TIMBER CORP.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

NPI TIMBER, INC.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

GNN TIMBER, INC.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

GPW TIMBER, INC.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

LRFP TIMBER, INC.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

NPC TIMBER, INC.

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chief Executive Officer

AMENDMENT NO. 1
TO VOTING AGREEMENT AND CONSENT

This Amendment No. 1 to Voting Agreement and Consent, dated as of June 12, 2001 (this "Amendment"), to the Voting Agreement, dated as of July 18, 2000 (the "Voting Agreement"), by and among Plum Creek Timber Company, Inc., a corporation organized under the laws of the state of Delaware (the "Company"), Georgia-Pacific Corporation, a corporation organized under the laws of the state of Georgia ("Georgia-Pacific"), and each other person set forth on the signature pages hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Voting Agreement.

WHEREAS, concurrently with the execution and delivery of the Voting Agreement, the Company, Georgia-Pacific and the direct or indirect wholly owned subsidiaries of Georgia-Pacific (collectively, the "Spincos" entered into an Agreement and Plan of Merger, dated as of July 18, 2000 the "Merger Agreement"), pursuant to which each of the Spincos will be merged with and into the Company, with the Company being the surviving corporation in the merger;

WHEREAS, the Company, Georgia-Pacific and the Spincos intend concurrently with the execution of this Amendment to execute Amendment No. 1 to the Merger Agreement in order to provide for certain changes to the terms and conditions thereof (the "Merger Agreement Amendment"); and

WHEREAS, the parties to this Amendment now desire to amend and reaffirm certain provisions of the Voting Agreement in accordance with Section 10(j) of the Voting Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. The first recital of the Voting Agreement is hereby amended to delete such recital in its entirety and insert in its stead the following:

"WHEREAS, the Company, Georgia-Pacific and the direct or indirect wholly owned subsidiaries of Georgia-Pacific party thereto (collectively, the "Spincos") entered into an Agreement and Plan of Merger, dated as of July 18, 2000, as amended by Amendment No. 1 to Agreement and Plan of Merger, dated as of June 12, 2001, attached as Exhibit A hereto (the "Merger Agreement"), pursuant to which each of the Spincos will be merged with and into the Company, with the Company being the surviving corporation in the merger (the "Merger");".

2. The second recital of the Voting Agreement is hereby amended to delete

the word "Triton" and insert in its stead the words "Timber Group" in the second line thereto.

3. Section 1 of the Voting Agreement is hereby amended to insert the defined term "Principals" to read as follows in its entirety:

"Principals" shall mean Messrs. William E. Oberndorf, William J. Patterson and John H. Scully, collectively.

4. Section 2(a) of the Voting Agreement is hereby amended as follows:

(a) to add the words "and each Principal hereby irrevocably consents to such election" to the end of the first sentence.

(b) to add the words "and Principal" after the words "Each Securityholder" in the second sentence.

(c) to add the words "and Principal" after the words "Each Securityholder" in the third sentence.

(d) to delete the "(i)" in the twelfth line thereto.

(e) to delete the words "and (ii) rights under Section 2(b) below" in the fourteenth line thereto.

5. Section 2(b) of the Voting Agreement is hereby amended to read in its entirety as follows:

Each Securityholder and Principal hereby permanently and irrevocably waives, simultaneously with the consummation of the Merger, any and all rights to designate any nominees to the board of directors of the Company under Section 3.5 "Control Rights" of the Amended and Restated Agreement and Plan of Conversion, dated as of July 17, 1998, by and among the Company, Plum Creek Timber Company, L.P. and Plum Creek Management Company, L.P. (the "Conversion Agreement"). Each Securityholder and Principal understands and acknowledges that such waiver of rights under Section 3.5 of the Conversion Agreement will permanently and irrevocably extinguish any rights of the Securityholders and Principals to designate any directors of the Company under either the Conversion Agreement or Section C of Article Fifth of the Certificate of Incorporation of the Company.

6. Section 2(c) of the Voting Agreement is hereby amended to read in its ent ety as follows:

Each Securityholder and Principal hereby affirms that such irrevocable elections and consents shall survive such Securityholder's or Principal's death, incapacity or incompetence or the transfer of any Security.

7. Section 5(c) of the Voting Agreement is hereby amended to (a) add the words "and Principal" after each occurrence of the word "Securityholder" and (b) add the words "and Principal's" after each occurrence of the word "Securityholder's."

8. Giving effect to the terms and conditions set forth in the Merger Agreement, as amended by the Merger Agreement Amendment, each Securityholder affirms and agrees to be bound by each of its obligations under the Voting Agreement as hereby amended.

9. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if all signatures were on the same instrument.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

PLUM CREEK TIMBER COMPANY, INC.

By: /s/ Rick R. Holley

Name: Rick R. Holley
Title: President and Chief Executive Officer

GEORGIA-PACIFIC CORPORATION

By: /s/ A.D. Correll

Name: A.D. Correll
Title: Chairman, Chief Executive, Officer and President

PC ADVISORY PARTNERS I, L.P.

By: PC Advisory Corp. I
Its general partner

By: /s/ William J. Patterson

Name: William J. Patterson
Title: Vice President

PC INTERMEDIATE HOLDINGS, L.P.

By: PC Advisory Partners I, L.P.
Its general partner

By: PC Advisory Corp. I
Its general partner

By: /s/ William J. Patterson

Name: William J. Patterson
Title: Vice President

WILLIAM E. OBERNDORF
/s/ William E. Oberndorf

WILLIAM J. PATTERSON
/s/ William J. Patterson

JOHN H. SCULLY
/s/ John H. Scully

SPOUSAL CONSENT

I, the undersigned, being the spouse of WILLIAM E. OBERNDORF, hereby represent that I have read and understand (i) the Voting Agreement and Consent, dated as of July 18, 2000, by and among Plum Creek Timber Company, Inc., a corporation organized under the laws of the state of Delaware (the "Company"), Georgia-Pacific Corporation, a corporation organized under the laws of the state of Georgia ("Georgia-Pacific"), and each other person set forth on the signature pages thereto and (ii) the foregoing Amendment No. 1 to Voting Agreement and Consent, and hereby consent to the transactions contemplated by such agreements and agree to be bound by the provisions thereof.

/s/ Susan C. Oberndorf

Name: Susan C. Oberndorf

SPOUSAL CONSENT

I, the undersigned, being the spouse of WILLIAM J. PATTERSON hereby represent that I have read and understand (i) the Voting Agreement and Consent, dated as of July 18, 2000, by and among Plum Creek Timber Company, Inc., a corporation organized under the laws of the state of Delaware (the "Company"), Georgia-Pacific Corporation, a corporation organized under the laws of the state of Georgia ("Georgia-Pacific"), and each other person set forth on the signature pages thereto and (ii) the foregoing Amendment No. 1 to Voting Agreement and Consent, and hereby consent to the transactions contemplated by such agreements and agree to be bound by the provisions thereof.

/s/ Elizabeth R. Patterson

Name: Elizabeth R. Patterson

SPOUSAL CONSENT

I, the undersigned, being the spouse of JOHN H. SCULLY hereby represent that I have read and understand (i) the Voting Agreement and Consent, dated as of July 18, 2000, by and among Plum Creek Timber Company, Inc., a corporation organized under the laws of the state of Delaware (the "Company"), Georgia-Pacific Corporation, a corporation organized under the laws of the state of Georgia ("Georgia-Pacific"), and each other person set forth on the signature pages thereto and (ii) the foregoing Amendment No. 1 to Voting Agreement and Consent, and hereby consent to the transactions contemplated by such agreements and agree to be bound by the provisions thereof.

/s/ Irene S. Scully

Name: Irene S. Scully

{LOGO OF PLUM CREEK} {LOGO OF GEORGIA-PACIFIC} {LOGO OF THE TIMBER COMPANY}

Contact:

Emilio Ruocco
Director, Investor Relations
Plum Creek Timber Co.
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PLUM CREEK TIMBER COMPANY AND THE TIMBER COMPANY
TO PROCEED WITH MERGER BASED ON OPINIONS FROM TAX COUNSEL

COMPANIES SET PRELIMINARY DATES FOR SHAREHOLDERS MEETINGS

SEATTLE AND ATLANTA - JUNE 12, 2001- Plum Creek Timber Company, Inc. (NYSE: PCL) and Georgia-Pacific Corporation (NYSE: GP) have amended their merger agreement and are proceeding with the previously announced merger of Plum Creek and The Timber Company (NYSE: TGP).

The decision to move forward was made by the boards of directors of Plum Creek and Georgia-Pacific following confirmation that they will receive opinions from tax counsel that the spin-off of The Timber Company from Georgia-Pacific and the subsequent merger with Plum Creek will be tax-free to both companies and their shareholders. The outside legal opinions from independent tax counsel to each company (Skadden, Arps, Slate, Meagher & Flom LLP, and McDermott, Will & Emery) would replace a private letter ruling previously requested from the Internal Revenue Service.

Plum Creek and The Timber Company plan to hold shareholder meetings on August 15, 2001, to approve the transaction. Closing is expected by the end of September 2001.

The IRS has notified the companies that it decided not to issue the private letter ruling because its standard for proving the business purpose for such a ruling had not been met. This high burden of proof, which is more stringent than applicable legal standards, pertains only to advance rulings. Based on discussions with the IRS and the advice of legal counsel, the companies believe the transaction will not be taxable. As an added measure to reduce uncertainty concerning any possible tax risks, the companies will obtain up to $500 million in tax liability insurance.

"Plum Creek and Georgia-Pacific have taken action enabling us to move into the final phase of completing this important strategic transaction," said Plum Creek President and CEO Rick R. Holley. "We are highly confident of our position, based on our discussions with the IRS and on the opinions we will receive from tax counsel, that the transaction will be tax-free to all parties. We have used the past several months productively, and our initial work with our new partners has reinforced our confidence that the new Plum Creek will have the scope of resources, scale, structure and combined management capabilities to generate increasing value for the shareholders of the combined company."

Following the merger, Plum Creek will be the second largest private timberland owner in the United States, with more than 7.8 million acres of timberlands located in 19 states.

A.D. "Pete" Correll, Chairman and Chief Executive Officer of Georgia-Pacific, said, "This transaction creates significant value for both companies and their shareholders. The opinions of our tax counsel are clear and unambiguous. We believe the opinions of our tax counsel carry sufficient weight for us to move forward with our plans for delivering the value from this transaction, divesting our timberland ownership and continuing to reduce our overall corporate debt."

The financial terms of the agreement remain essentially the same. The Timber Company shareholders will receive 1.37 shares of Plum Creek stock for each share of The Timber Company stock. Based on Plum Creek's closing stock price of $28.11 on June 11, 2001, the overall transaction is valued at approximately $3.8 billion, including an estimated $730 million of The Timber Company debt that Plum Creek will re-finance at closing.

Both companies will now seek the approval of the merger from their respective shareholders. Proxy statements describing the transaction in detail will be mailed promptly to shareholders of The Timber Company and Plum Creek.

Plum Creek, a real estate investment trust, is one of the largest land owners in the nation, with timberlands in the Northwest, Southern, and Northeast regions of the United States and nine wood product mills in the Northwest.

Headquartered at Atlanta, The Timber Company is a separate operating group of Georgia-Pacific and its performance is reflected in one of the corporation's two common stocks. The Timber Company manages 4.7 million acres of timberland in the United States and sells timber and wood fiber to industrial wood users.

CONFERENCE CALL TODAY: Plum Creek President and CEO, Rick R. Holley, will host a conference call for analysts and investors Tuesday, June 12, at 5:00 PM EDT. The call-in number is: 800 606-8940

ATTACHMENTS: Pro Forma Fact Sheet
Map of Plum Creek Timber Company and The Timber Company combined ownership

INVESTORS AND SECURITY HOLDERS ARE ADVISED TO READ, WHEN IT BECOMES AVAILABLE, THE AMENDED JOINT PROXY STATEMENT/PROSPECTUS AND RELATED DOCUMENTS REGARDING THE BUSINESS COMBINATION TRANSACTION REFERENCED IN THE FOREGOING INFORMATION TO BE FILED BY PLUM CREEK AND GEORGIA-PACIFIC WITH THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") BECAUSE IT WILL CONTAIN IMPORTANT INFORMATION. INVESTORS AND SECURITY HOLDERS MAY OBTAIN A FREE COPY OF THE AMENDED JOINT PROXY STATEMENT/PROSPECTUS (WHEN AVAILABLE) AND RELATED DOCUMENTS FILED BY PLUM CREEK AND GEORGIA-PACIFIC AT THE SEC'S WEB SITE AT WWW.SEC.GOV. THE AMENDED JOINT PROXY STATEMENT/PROSPECTUS AND RELATED DOCUMENTS MAY ALSO BE OBTAINED (WHEN AVAILABLE) FROM PLUM CREEK BY DIRECTING SUCH REQUEST TO PLUM CREEK TIMBER COMPANY, INC., ATTN: EMILIO RUOCCO, 999 THIRD AVENUE, SUITE 2300, SEATTLE, WA, 98104-4096 OR FROM THE TIMBER COMPANY BY DIRECTING SUCH REQUEST TO GEORGIA-PACIFIC CORPORATION THE TIMBER COMPANY, ATTN: RICH GOOD, 133 PEACHTREE STREET, N.E., ATLANTA, GA, 30303.

FORWARD-LOOKING STATEMENTS

This news release contains forward-looking statements within the meaning of the Private Litigation Reform Act of 1995. The accuracy of such statements is subject to a number of risks, uncertainties and assumptions including, but not limited to, the effect of general economic conditions on the demand for timber, particularly the strength of the pulp and paper markets; the effect of any material changes in the available supply of timber, including the levels of harvests from public lands; and the effect of government, legislative and environmental restrictions on the harvesting of private timberlands. These risks are detailed from time to time in the filings of Plum Creek and Georgia-Pacific with the Securities and Exchange Commission. Forward-looking statements speak only as of the date made, and neither Plum Creek, Georgia-Pacific nor their managements undertakes any obligation to update or revise any forward-looking statements. It is likely that if one or more of the risks and uncertainties materializes, the current expectations of Plum Creek, Georgia-Pacific and their managements will not be realized.

PLUM CREEK TIMBER COMPANY AND THE TIMBER COMPANY
PRO FORMA FACT SHEET

SECOND LARGEST TIMBERLAND OWNER IN THE UNITED STATES

- 7.8 Million Acres
- 19 States
- 2,100 Employees
- Sales - $1.0 Billion (2000)
- Harvest- 5.3 MM Cunits (2000)

GEOGRAPHIC AND SPECIES DIVERSITY

o Southern pine forests	4.4 million acres
o Northern Rocky Mts. Douglas-fir/pine/larch/forests	1.5 million acres
o Mixed conifer/hardwood in Maine	0.9 million acres
o Northwest Douglas-fir/hemlock	0.5 million acres
o Mixed pine/hardwood forests in the Appalachian and north central Region	0.5 million acres

OTHER BUSINESS ACTIVITIES

- Continuous evaluation and sale or exchange of selected properties that have greater value as conservation, commercial, or recreation sites. 2000 revenue - $120 Million
- 8 Nurseries producing 147 million seedlings per year
- 9 Manufacturing Facilities in Montana and Idaho 2000 revenue - $375 Million

LEADERS IN ENVIRONMENTAL FORESTRY

- The 7.8 million acres will be managed under Plum Creek's "Environmental Principles" and the Sustainable Forestry Initiative (SFI) Program.
- 13 innovative conservation agreements are in place or in process, covering over 2.3 million acres, and protecting 15 different threatened and endangered species.

PRO FORMA FACTS

o Listed:	NYSE, PSE: PCL
o Structure:	Real Estate Investment Trust 'REIT'
o Shares Outstanding:	180 million
o Market Cap:	$5.0 Billion @ $28/share
o Headquarters:	Seattle, WA