

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 11)*

Yahoo! Inc.

(Name of Issuer)

Common Stock, Par Value \$0.001 Per Share

(Title of Class of Securities)

984332-10-6

(CUSIP Number)

RONALD FISHER
SOFTBANK HOLDINGS, INC.
1188 CENTRE STREET
NEWTON CENTER, MA 02459
(617) 928-9300

STEPHEN A. GRANT, ESQ.
SULLIVAN & CROMWELL
125 BROAD STREET
NEW YORK, NY 10004
(212) 558-4000

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

August 28, 2002

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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13D

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1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS SOFTBANK Corp.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS

	AF
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Japan
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER -0-
	8 SHARED VOTING POWER 43,871,042
	9 SOLE DISPOSITIVE POWER -0-
	10 SHARED DISPOSITIVE POWER 43,871,042
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,871,042
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.44%
14	TYPE OF REPORTING PERSON HC, CO

CUSIP No. 984332-10-6

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1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS SOFTBANK America Inc.
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP <input type="checkbox"/> (a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY
4	SOURCE OF FUNDS OO
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7 SOLE VOTING POWER -0-
	8 SHARED VOTING POWER 43,871,042
	9 SOLE DISPOSITIVE POWER -0-
	10 SHARED DISPOSITIVE POWER 43,871,042
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,871,042
	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

12	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.44%
14	TYPE OF REPORTING PERSON HC, CO

CUSIP No. 984332-10-6

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1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS SOFTBANK Holdings Inc.		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS AF		
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)		<input type="checkbox"/>
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-	
	8	SHARED VOTING POWER 43,871,042	
	9	SOLE DISPOSITIVE POWER -0-	
	10	SHARED DISPOSITIVE POWER 43,871,042	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,871,042		
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		<input type="checkbox"/>
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.44%		
14	TYPE OF REPORTING PERSON HC, CO		

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1	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS Masayoshi Son		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		(a) <input type="checkbox"/> (b) <input type="checkbox"/>
	SEC USE ONLY		

3		
4	SOURCE OF FUNDS AF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER -0-
	8	SHARED VOTING POWER 43,871,042
	9	SOLE DISPOSITIVE POWER -0-
	10	SHARED DISPOSITIVE POWER 43,871,042
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 43,871,042	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.44%	
14	TYPE OF REPORTING PERSON IN	

SOFTBANK America Inc., a Delaware corporation (“SB America”), SOFTBANK Holdings Inc., a Delaware corporation (“SBH”), SOFTBANK Corp., a Japanese corporation (“SOFTBANK”), and Mr. Masayoshi Son, a Japanese citizen (“Mr. Son” and, together with SB America, SBH and SOFTBANK, the “Reporting Persons”), hereby amend and supplement the statement on Schedule 13D previously filed by them, as heretofore amended and supplemented, with respect to the Common Stock, par value \$0.001 per share (the “Common Stock”), of Yahoo! Inc., a Delaware corporation (the “Issuer”), beneficially owned by them. Except as amended and supplemented hereby, the statement on Schedule 13D, as heretofore amended and supplemented, remains in full force and effect.

Item 5. Interest in Securities of the Issuer.

The percentage of the Issuer’s outstanding Common Stock reported herein as beneficially owned by the Reporting Persons is based upon 600,571,000 shares of Common Stock reported by the Issuer as outstanding at July 15, 2002 in the Form 10-Q for the quarter ended June 30, 2002 filed by the Issuer on July 30, 2002, less the 11,074,197 shares of Common Stock sold to the Issuer in the transaction described below, for a total of 589,496,803 shares of Common Stock outstanding.

On August 28, 2002, SB America (a) sold 15,000,000 shares of Common Stock at a price of \$9.03 per share pursuant to the AW Purchase Agreement (as defined herein), (b) sold 11,074,197 shares of Common stock at a price of \$9.03 per share to the Issuer, and (c) sold 15,000,000 shares of Common Stock at a price of \$9.03 per share in a block trade to Goldman, Sachs & Co. As of the date of the filing of this statement, the Reporting Persons beneficially own 43,871,042 shares of Common Stock of the Issuer, representing approximately 7.44% of the Issuer’s outstanding Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

On August 28, 2002, SB America entered into a Purchase Agreement (the “AW Purchase Agreement”) with Acqua Wellington Private Placement Fund Ltd. and Acqua Wellington Opportunity I Limited (together, “Acqua Wellington”), pursuant to which SB America agreed to sell 15,000,000 shares (the “Shares”) of Common Stock at a price of \$9.03 per share to Acqua Wellington in a private transaction exempt from the registration requirements of the Securities Act of 1933, as amended.

Item 7. Material to be filed as Exhibits.

21. Purchase Agreement dated as of August 28, 2002, by and between SB America and Acqua Wellington.

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: August 29, 2002

SOFTBANK CORP.
SOFTBANK AMERICA INC.
SOFTBANK HOLDINGS INC.
MASAYOSHI SON

By: /s/ Stephen A. Grant

Stephen A. Grant
Secretary of Softbank America Inc. and
Softbank Holdings Inc. and
Attorney-in-fact for Softbank Corp. and
Masayoshi Son

PURCHASE AGREEMENT FOR
15,000,000
Shares of Common Stock
of
Yahoo!
(“YHOO” Nasdaq National Market)

I. Issuer, Purchaser, Company and Security:

- (a) Seller.
SOFTBANK America Inc. (the “Seller”).
- (b) Purchaser.
Acqua Wellington Private Placement Fund Ltd and
Acqua Wellington Opportunity I Limited
(together shall be referred to as the “Purchaser”).
- (c) Company.
Yahoo! Inc. (the “Company”)
- (d) Security.
Shares of the Company’s common stock, \$0.001 par value (the “Stock” or the “Shares”)

II. Transaction Terms:

- (a) Purchase Price.
The Purchase Price shall be \$135,450,000.
- (b) Total Shares.
The Total Shares to be purchased shall be 15,000,000 Shares.
- (c) Settlement Date.
The purchase of Stock shall be settled on August 29, 2002 (the “Settlement Date”).

III. Representations of Seller.

- (a) Authorization and Power. The Seller has the requisite power and authority to enter into and perform this Purchase Agreement and to sell the Shares. The execution, delivery and performance of this Purchase Agreement by the Seller and the consummation by it of

the transactions contemplated hereby have been duly authorized by all necessary corporate action. This Purchase Agreement constitutes, or shall constitute when executed and delivered, a valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

- (b) Restrictions. The Seller covenants that if the Seller sells the Stock to a party other than the Purchaser at any time prior to the Settlement Date, the price per share of the Total Shares shall be the lesser of (i) the third party’s terms net of third party discounts and fees (the “Third Party Price”) and (ii) the Purchase Price divided by the Total Shares.
- (c) The Seller is the legal, beneficial and registered owner of the Shares, free and clear of any liens, charges or encumbrances, except restrictions on transfer imposed pursuant to the Consent and Resale Agreement, dated March 25, 2002, between SOFTBANK Corp. and the Company, and restrictions on transfer imposed pursuant to applicable securities laws. The execution and delivery of the Purchase Agreement by the Seller and the sale of the Shares by the Seller will not violate any agreement the Seller has with the Company or any third party. On the Settlement Date, the Shares sold to the Purchaser shall be free and clear of any liens, charges or encumbrances, except restrictions on transfer imposed pursuant to applicable securities laws.

IV. **Representations of Purchaser.**

- (a) **Authorization and Power.** The Purchaser has the requisite power and authority to enter into and perform this Purchase Agreement and to purchase the Shares. The execution, delivery and performance of this Purchase Agreement by the Purchaser and the consummation by it of the transactions contemplated hereby have been duly authorized by all necessary corporate or partnership action. This Purchase Agreement constitutes, a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms.
- (b) **Purchase for Own Account.** The Shares will be acquired for investment for the Purchaser's own account and not with a view to the distribution of any part thereof, and the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same except in each case, in a manner permitted pursuant to the Securities Act of 1933 (the "Securities Act"). The Purchaser has only entered into, and the Purchaser shall only enter into, a short sale of the Company's common stock, a long put option on the Company's common stock, a short call option on the Company's common stock, a forward contract to sell shares of the Company's common stock, a put equivalent position with respect to the Company's common stock (within the meaning of Rule 16a-1(h) of the Securities Exchange Act of 1934) or any other derivative transaction designed to eliminate or reduce the economic risk associated with ownership of the Shares, in each such case if such transaction (i) occurs a sufficient period of time following the purchase of the Shares hereunder such that such transaction does not cause the purchase of the shares to violate the Securities Act and (ii) is not in anticipation of the sale of the Shares pursuant to an effective registration statement under the Securities Act. The Purchaser understands that (a) the Shares have not been registered under the Securities Act and (b) the Shares will be sold to Purchaser in reliance on an exemption from registration under the Securities Act and, therefore, cannot be sold or transferred

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except in a transaction registered under the Securities Act or pursuant to an exemption from such registration.

- (c) **Investment Experience.** The Purchaser is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission that meets the requirements of Rule 501(a)(1), (2), (3), or (7) of said Regulation D. The Purchaser is able to fend for itself in the transactions contemplated by this Agreement, can bear the economic risk of its investment in the Shares (including possible complete loss of such investment) for an indefinite period of time and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares.
- (d) **Information.** The Purchaser has been furnished with, or otherwise has access to, such information as it deems necessary to evaluate an investment in the Shares.
- (e) **Own Investigation.** The Purchaser has made such investigation into the affairs of the Company as it has deemed necessary or appropriate and has not relied upon any information, or any representations or warranties, provided by the Seller regarding the Company or the Shares, except for the specific representations and warranties regarding the Shares set forth in Section III(c) hereof.

V. **Settlement.**

- (a) **Settlement.** On the Settlement Date, the Seller will cause the delivery of whole shares of Stock, equal to the Total Shares, to the Purchaser, against payment therefor to the Seller's designated account by wire transfer of the Purchase Price in immediately available funds (provided that the shares of Stock are received by the Purchaser no later than 1:00 p.m. eastern time) or next day available funds if the shares are received thereafter.
- (b) The Seller shall use its best efforts to settle the shares on the Settlement Date. At no time will the Purchaser be obligated to provide payment prior to receipt of the appropriate number of shares.

VI. **Closing Conditions.**

The following shall be conditions to the Purchaser's obligation to consummate the purchase contemplated hereby:

- (a) From the date hereof to the Settlement Date, trading in the Company's Stock shall not have been suspended by the Commission or the Nasdaq National Market (except for any suspension of trading of limited duration agreed to by the Company, which suspension shall be terminated prior to the Settlement Date), and, at any time prior to the Settlement Date, trading in securities generally as reported by Nasdaq National Market shall not have been suspended or limited, or minimum prices shall not have been established on securities whose trades are reported by American Stock Exchange, or on the New York Stock Exchange, nor shall a banking moratorium have been declared either by the United States or New York State authorities, nor shall there have occurred any material outbreak or escalation of hostilities or other national or international calamity or crisis of such

magnitude in its effect on, or any material adverse change in any financial market which, in each case, in the judgment of the Purchaser, makes it impracticable or inadvisable to Purchase the Shares.

- (b) The Company shall have executed and delivered to the Purchaser the Registration Rights Agreement in the form attached hereto as Annex A.

VII. The foregoing shall constitute a binding agreement on both the Seller and the Purchaser.

The terms set forth herein are accepted by SOFTBANK America Inc.

Signature: /s/ Francis B. Jacobs II

Name: Francis B. Jacobs II

Address:

Telephone:

Fax:

Wire Instructions:

Contact Name:

The terms set forth herein are accepted by Acqua Wellington Private Placement Fund, Ltd.

Shares: 4,000,000 Shares

Signature: /s/ R. Perry Pinder

Name: R. Perry Pinder

Title:

Date: _____

Fax:

The terms set forth herein are accepted by Acqua Wellington Opportunity I Limited.

Shares: 11,000,000 Shares

Signature: /s/ Michael Taylor

Name: Michael Taylor

Title:

Date: _____

Fax: