

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

**SCHEDULE 13D**  
Under the Securities Exchange Act of 1934  
(Amendment No. 10)\*

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)

April 11, 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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**SCHEDULE 13D**

CUSIP No. 984332-10-6

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

<b>4</b>	SOURCE OF FUNDS AF	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	[ ]
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER -0-
	<b>8</b>	SHARED VOTING POWER 84,945,239
	<b>9</b>	SOLE DISPOSITIVE POWER -0-
	<b>10</b>	SHARED DISPOSITIVE POWER 84,945,239
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,945,239	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%	
<b>14</b>	TYPE OF REPORTING PERSON HC, CO	

**SCHEDULE 13D**

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<b>1</b>	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS SOFTBANK America Inc.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [ ] (b) [ ]
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	[ ]
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER -0-
	<b>8</b>	SHARED VOTING POWER 84,945,239
	<b>9</b>	SOLE DISPOSITIVE POWER -0-
	<b>10</b>	SHARED DISPOSITIVE POWER 84,945,239

<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,945,239
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%
<b>14</b>	TYPE OF REPORTING PERSON HC, CO

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<b>1</b>	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS SOFTBANK Holdings Inc.	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	<b>(a)</b> <input type="checkbox"/> <b>(b)</b> <input type="checkbox"/>
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS AF	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	<input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER -0-
	<b>8</b>	SHARED VOTING POWER 84,945,239
	<b>9</b>	SOLE DISPOSITIVE POWER -0-
	<b>10</b>	SHARED DISPOSITIVE POWER 84,945,239
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,945,239	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%	
<b>14</b>	TYPE OF REPORTING PERSON HC, CO	

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<b>1</b>	NAME OF REPORTING PERSONS S.S. OR I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS Masayoshi Son	
<b>2</b>	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) <input type="checkbox"/> (b) <input type="checkbox"/>
<b>3</b>	SEC USE ONLY	
<b>4</b>	SOURCE OF FUNDS AF	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e)	<input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION Japan	
<b>NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH</b>	<b>7</b>	SOLE VOTING POWER -0-
	<b>8</b>	SHARED VOTING POWER 84,945,239
	<b>9</b>	SOLE DISPOSITIVE POWER -0-
	<b>10</b>	SHARED DISPOSITIVE POWER 84,945,239
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 84,945,239	
<b>12</b>	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	<input type="checkbox"/>
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.3%	
<b>14</b>	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 594,973,823 shares of Common Stock reported by the Issuer as outstanding at February 26, 2002 in the Issuer's Proxy Statement on Schedule 14A filed on March 15, 2002.

On April 15, 2002, SB America sold 11,500,000 shares of Common Stock at a price of \$14.88 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 84,945,239 shares of Common Stock of the Issuer, representing approximately 14.3% of the Issuer's outstanding Common Stock.

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

On April 11, 2002, SOFTBANK and the Issuer entered into a Consent and Resale Agreement (the "Agreement") attached hereto as Exhibit 20. Pursuant to the terms of the Agreement, SOFTBANK has agreed that from March 25, 2002 until March 25, 2004 it and any subsidiary of which it owns directly or indirectly 80% or more of the outstanding voting shares shall not sell, transfer, assign, pledge, hypothecate or otherwise dispose of shares of the Common Stock to a third party (a "Third Party Transfer")

without the Issuer's prior written consent unless such Third Party Transfer is a Permitted Transfer. Each of the following shall be a Permitted Transfer:

a) any transfer to SOFTBANK or any of its direct or indirect wholly-owned subsidiaries;

b) any transfer to a broker, dealer, bank, investment company, hedge fund or other financial institution (each a "Financial Institution") if such Financial Institution agrees in writing: (i) to be bound by certain provisions, including those regarding to restrictions on transfer, in the Agreement, (ii) to use reasonable efforts to resell such number of shares of Common Stock transferred to such Financial Institution during the 90 day period following the date on which a resale registration statement (the "Registration Statement") filed under the Securities Act of 1933 (the "Act") covering such shares is declared effective so that at the end of such 90 day period the Financial Institution does not beneficially own more than 3%

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of the then-outstanding shares of Common Stock, and (iii) to beneficially own not more than 3% of the then-outstanding shares of Common Stock on the 180th day following the effective date of the Registration Statement;

c) any bona fide pledge or hypothecation of shares of Common Stock to a Financial Institution if such Financial Institution agrees in writing to be bound by certain provisions, including those regarding to restrictions on transfer, in the Agreement and provided that: (i) the number of shares of Common Stock pledged or hypothecated to any single Financial Institution shall not exceed 3% of the then-outstanding shares of Common Stock, and (ii) the borrower, prior to a default in respect of one or more of the obligations secured by such pledge, retain sole voting control over all such pledged shares of Common Stock;

d) any transfer pursuant to Rule 144 under the Act in which the transfer complies with the manner of sale requirements in paragraph (f) of Rule 144 under the Act;

e) any transfer of shares of Common Stock made in a public offering in which, to SOFTBANK's knowledge, no person or entity, other than an underwriter, purchases more than 2% of the then-outstanding shares of Common Stock;

f) any sale, transfer, assignment, pledge, hypothecation or other disposition if, after giving effect thereto, SOFTBANK and its direct and indirect wholly-owned subsidiaries collectively have beneficial ownership of and voting control over at least 60,000,000 shares of Common Stock (as adjusted for stock splits, reverse stock splits, stock dividends and other similar events);

g) any transfer deemed to occur by operation of law pursuant to any merger to which the Issuer is a party or any transfer to a third party pursuant to the terms of any tender offer or exchange offer, provided that such tender offer or exchange offer is made for any and all shares of Common Stock.

The foregoing reference to and description of the Agreement is a summary of certain terms of the Agreement and is qualified in its entirety by the complete text of the Agreement which is attached hereto as Exhibit 20.

Item 7. Material to be filed as Exhibits.

17. Agreement of Joint Filing, dated as of January 11, 1999, among SB America, SBH, SOFTBANK, Mr. Son and SOFTBANK Ventures, Inc. (Filed as Exhibit 6 to Amendment No. 1 to the Statement on Schedule 13D filed on January 12, 1999 by SOFTBANK and others with respect to the Common Stock of the Issuer and incorporated herein by reference.)

18. Power of Attorney by SOFTBANK and Mr. Son. (Filed with Statement on Schedule 13G filed on February 17, 1998 by SOFTBANK, Mr. Son and SOFTBANK

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Ventures, Inc. with respect to the Common Stock of Concentric Network Corporation and incorporated herein by reference.)

20. Consent and Resale Agreement dated as of March 25, 2002, by and between SOFTBANK and the Issuer.

[Remainder of page left intentionally blank]

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**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: April 17, 2002

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

By: /s/ Stephen A. Grant

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

## CONSENT AND RESALE AGREEMENT

This Consent and Resale Agreement (the "Agreement") is entered into as of March 25, 2002, by and among Yahoo! Inc., a Delaware corporation ("Yahoo!") and SOFTBANK Corp., a corporation organized under the laws of Japan ("SOFTBANK").

### Recitals

**WHEREAS, SOFTBANK** may desire to have Yahoo! Japan list the shares of common stock (the "Shares") of Yahoo! Japan Corporation, a corporation formed under the laws of Japan ("Yahoo! Japan"), on the Tokyo Stock Exchange;

**WHEREAS**, certain actions necessary for the listing of the Shares on the Tokyo Stock Exchange require the consent of Yahoo! in connection with the Joint Venture Agreement between SOFTBANK and Yahoo! dated April 1, 1996 (the "Joint Venture Agreement");

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises hereinafter set forth, the parties hereto agree as follows:

### Agreement

1. Consent to List Shares. Yahoo!, in its capacity as a shareholder of Yahoo! Japan, hereby agrees, if and when requested by SOFTBANK, to consent to the stock issuance (by stock split, stock dividend or other means) necessary for and in connection with the listing of Yahoo! Japan stock on the Tokyo Stock Exchange.

2. Resale Restrictions.

2.1 Transfer Restrictions. SOFTBANK shall not, and shall not permit its direct or indirect subsidiaries of which SOFTBANK directly or indirectly owns 80% or more of the outstanding shares of capital stock which ordinarily has voting power for the election of directors (or persons performing similar functions) to, sell, transfer, assign, pledge, hypothecate or otherwise dispose of shares of Yahoo! Common Stock (or all or part of the related voting rights thereof) to a third party before March 25, 2004 ("Third Party Transfer") without Yahoo!'s prior written consent unless such Third Party Transfer is a Permitted Transfer (as defined in Section 2.2 hereof). "Yahoo! Common Stock" shall mean common stock of Yahoo!, par value \$0.001 per share.

2.2 Permitted Transfers. Yahoo! acknowledges and agrees that SOFTBANK and its direct and indirect subsidiaries may transfer shares of Yahoo! Common Stock at any time in a Permitted Transfer. As used herein, "Permitted Transfer" shall mean:

(A) any transfer to SOFTBANK or any of its direct or indirect wholly-owned subsidiaries;

(B) any transfer (including, without limitation, any transaction in which some or all of the economic risks or benefits associated with the ownership of Yahoo! Common Stock are transferred, whether through the purchase or sale of one or more put or call options, forward sales, equity swaps, other derivative transactions or otherwise) to a broker, dealer, bank, investment company, hedge fund or other financial institution (each, a "Financial Institution") if the transferee has agreed in writing in connection with such transfer (which writing states that such agreement is expressly for the benefit of Yahoo! and which writing is furnished to Yahoo! at or before the time of such transfer) (i) to be bound by the transfer restrictions and other provisions contained in Sections 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement (except that references to SOFTBANK and its direct and indirect subsidiaries, except in clause (F) of this Section 2.2, shall be changed to references to such transferee and such transferee's direct and indirect subsidiaries, respectively), (ii) to use reasonable efforts to resell such number of such shares of Yahoo! Common Stock so transferred to such transferee during the 90-day period following the date (the "Effective Date") on which a resale registration statement filed under the Securities Act covering such shares is declared effective, so that, on the 90th day after the Effective Date, such shares of Yahoo! Common Stock beneficially owned (as that term is used in Rule 13d-3 under the Exchange Act of 1934, as amended ("Rule 13d-3")) by such transferee do not exceed 3% of the then-outstanding shares of Yahoo! Common Stock, and (iii) to beneficially own (as that term is used in Rule 13d-3) such number of such shares of Yahoo! Common Stock as shall constitute no more than 3% of the then-outstanding shares of Yahoo! Common Stock on the 180th day following the Effective Date (provided, that the "90-day period", the "90th day", and the "180th day" in this Section 2.2(B) shall be extended by one day for each day after the Effective Date that such registration statement is not effective and available for resales by such transferee);

(C) any bona fide pledge or hypothecation of shares of Yahoo! Common Stock to a Financial Institution (and any transfer to or by the pledgee or holder of the security interest upon any default by the borrower) if the transferee has agreed in writing in connection with such transfer (which writing states that such agreement is expressly for the benefit of Yahoo! and which writing is furnished to Yahoo! at or before the time of such transfer) to be bound by the transfer restrictions and other provisions contained in Sections 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement (except that references to SOFTBANK and its direct and indirect subsidiaries, except in clause (F) of this Section 2.2, shall be changed to references to such transferee and such transferee's direct and indirect subsidiaries, respectively) and

provided that (i) the number of such shares pledged or hypothecated to any single Financial Institution (together with its affiliates) shall not constitute more than 3% of the then-outstanding shares of Yahoo! Common Stock and (ii) the borrower shall, prior to a

default in respect of one or more of the obligations secured by such pledge, retain sole voting control over all such pledged shares of Yahoo! Common Stock;

(D) any transfer pursuant to Rule 144 under the Securities Act of 1933, as amended (the "Securities Act"), provided that such transfer complies with the manner of sale requirements of Rule 144(f);

(E) any transfer made in a Broadly-Distributed Public Offering (as defined below);

(F) any sale, transfer, assignment, pledge, hypothecation or other disposition if, after giving effect thereto, SOFTBANK and its direct and indirect wholly-owned subsidiaries collectively have beneficial ownership of and voting control over at least sixty million (60,000,000) shares of Yahoo! Common Stock (subject to appropriate adjustments for stock splits, reverse stock splits, stock dividends and other similar events); and

(G) any transfer deemed to occur by operation of law pursuant to any merger to which Yahoo! is a party or any transfer to any third party pursuant to the terms of any tender offer or exchange offer, provided that such tender offer or exchange offer is made for any and all shares of Yahoo! Common Stock.

As used herein, "Broadly-Distributed Public Offering" shall mean any offering and sale of Yahoo! Common Stock in a public offering pursuant to an effective registration statement under the Securities Act if, to SOFTBANK's knowledge (after inquiry of the managing underwriters, if any, of such offering), no person or entity, other than the underwriters (if any), purchases in such offering more than 2% of the then outstanding shares of Yahoo! Common Stock. In connection with any transfer of shares of Yahoo! Common Stock permitted pursuant to clause (B) or (C) of this Section 2.2 otherwise than pursuant to Rule 144 under the Securities Act or in an offering pursuant to an effective registration statement under the Securities Act, Yahoo! agrees to use its commercially reasonable efforts, pursuant to a registration rights agreement mutually acceptable to Yahoo! and SOFTBANK and containing customary terms and conditions, to effect the registration pursuant to the Securities Act of the resale by the transferee of such shares. Except as provided in the immediately preceding sentence, Yahoo! shall have no obligation hereunder to effect the registration of any securities pursuant to the Securities Act.

2.3 Prohibited Transfers. Any sale, transfer, assignment, pledge, hypothecation or other encumbrance or disposition of the Yahoo! Common Stock not made in conformance with this Agreement shall be null and void, shall not be recorded on the books of Yahoo! and shall not be recognized by Yahoo!.

2.4 Restrictive Legend. Each certificate for shares of Yahoo! Common Stock subject to this Agreement shall be stamped or otherwise imprinted with a

legend in substantially the following form (in addition to any other restricted securities legends which may be set forth on such certificates):

**"The shares represented by this certificate are subject to restrictions on transferability and resale. They may not be transferred or resold except as permitted under the terms of that certain Consent and Resale Agreement, dated March 25, 2002, by and between Yahoo! Inc. and SOFTBANK Corp."**

Yahoo! shall cause new certificates not containing such legend to be issued with respect to any shares of Yahoo! Common Stock transferred in any transaction referred to in clause (D), (E) or (F) of Section 2.2 or upon any foreclosure or sale by a pledgee or holder of a security interest after default by the borrower, in the case of a pledge or hypothecation referred to in clause (C) of Section 2.2 or upon any transaction described in clause (G) of Section 2.2 in which the beneficial owners of Yahoo! common stock immediately before such transaction cease to beneficially own at least a majority of the voting securities of the surviving entity immediately after such transaction, in each case in a timely manner so as to permit the prompt settlement of such transaction, foreclosure or sale.

3. Remedies. Each of SOFTBANK and Yahoo! agrees that the remedies at law available to the other in the event of any default or threatened default by the other in the performance of or compliance with any of the terms of this Agreement are not and will not be adequate and that, to the fullest extent permitted by law, such terms may be specifically enforced by a decree for the specific performance of this Agreement or by an injunction against a violation of any of the terms hereof or otherwise.

4. Notices. All notices and other communications under this Agreement shall be in writing and shall be delivered, or mailed by registered or certified mail, return receipt requested, by a nationally recognized overnight courier, postage prepaid, addressed to:

If to Yahoo!:

Yahoo! Inc.  
701 First Avenue  
Sunnyvale, California 94809  
ATTN: Chief Executive Officer  
Fax: 408.349.2201  
ATTN: General Counsel  
Fax: 408.349.6208

With a copy to:

Kenton J. King  
Skadden, Arps, Slate, Meagher and Flom LLP  
525 University Avenue

Suite 1100  
Palo Alto, California 94301  
Fax: 650.470.4570

If to SOFTBANK:

Steven J. Murray  
SOFTBANK Inc.  
1188 Centre Street  
Newton Center, Massachusetts 02459  
Fax: 617 928 9301

With a copy to:

John L. Savva  
Sullivan & Cromwell  
1870 Embarcadero Road  
Palo Alto, California 94303  
Fax: 650 461 5700

5. Amendment or Waiver. Any term of this Agreement may be amended or waived with the written consent of the parties hereto.
6. Assignment of Rights; No Third Party Beneficiaries. Neither party hereto may assign any rights or delegate any obligations hereunder to any other person or entity without the prior written consent of the other, except that, (i) in connection with any transfer of shares of Yahoo! Common Stock permitted under clause (B) or (C) of Section 2.2, SOFTBANK (and its successors and permitted assigns) shall transfer the rights and delegate the obligations hereunder with respect to such shares to such transferee (and upon the assumption of such obligations by the transferee in writing for the benefit of Yahoo! SOFTBANK shall thereupon automatically be released from its obligations hereunder with respect to such shares) and (ii) either party may transfer its rights and delegate its obligations hereunder to the surviving entity in a merger or consolidation of such party with or into any other entity. Any purported assignment except as permitted by the immediately preceding sentence shall be void. This agreement is not enforceable by or for the benefit of, and shall create no obligation to, any person or entity other than the parties hereto and their permitted successors, assigns and legal representatives.
7. Descriptive Headings. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.
8. Severability. In the event that one or more of the provisions of this Agreement should for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the state of Delaware, without regard to principles of conflict of laws.

**IN WITNESS WHEREOF**, the parties hereto have executed the Consent and Resale Agreement as of the date set forth in the first paragraph hereof.

YAHOO! INC.

By: /s/ Jerry Yang

Name: Jerry Yang

Title: Co-Founder – Chief Yahoo!

SOFTBANK CORP.

By: /s/ Masayoshi Son

Name:

Title: