

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

-----  
SCHEDULE 13D  
(RULE 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934  
(AMENDMENT NO. 1)\*

GEOCITIES

-----  
(Name of Issuer)

Common Stock, par value \$0.001 per share

-----  
(Title of Class of Securities)

37247V 10 6

-----  
(CUSIP Number)

Gary Valenzuela  
Senior Vice President, Finance and Administration, and Chief Financial Officer  
Yahoo! Inc.  
3420 Central Expressway  
Santa Clara, California 95051  
(408) 731-3300

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

January 27, 1999

-----  
(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(b)(3) or (4), 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.

(Continued on following pages)

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\*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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NAME OF REPORTING PERSON  
S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

YAHOO! INC.

CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\* (a) / /  
(b) /X/

SEC USE ONLY

SOURCE OF FUNDS\*  
WC

CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED  
PURSUANT TO ITEMS 2(d) or 2(e) / /

CITIZENSHIP OR PLACE OF ORGANIZATION  
CALIFORNIA

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 7,043,796 (1)
	8	SHARED VOTING POWER 21,593,140 (2)
	9	SOLE DISPOSITIVE POWER 7,043,796 (1)
	10	SHARED DISPOSITIVE POWER 0 (2)

AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
28,636,936 (1) AND (2)

CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11)  
EXCLUDES CERTAIN SHARES\* / /

PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
71.6% (3)

TYPE OF REPORTING PERSON\*  
CO

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

(1) 6,370,000 of the shares of common stock, par value \$0.001 per share ("GeoCities Common Stock"), of GeoCities covered by this Schedule 13D are purchasable by Yahoo! upon exercise of an option granted to Yahoo! as of January 27, 1999 (the "Option"), and described in Items 3 and 4 of this Schedule 13D. Prior to the exercise of the Option,

Yahoo! is not entitled to any rights as a stockholder of GeoCities as to the shares of GeoCities Common Stock covered by the Option. The Option may only be exercised upon the happening of certain events referred to in Item 4, none of which has occurred as of the date hereof. Yahoo! expressly disclaims beneficial ownership of any of the shares of GeoCities Common Stock which are purchasable by Yahoo! upon exercise of the Option until such time as Yahoo! purchases any such shares of GeoCities Common Stock upon any such exercise. Based on the number of shares of GeoCities Common Stock outstanding on January 27, 1999 as represented by GeoCities in the Agreement and Plan of Merger by and among GeoCities, Yahoo! and Home Page Acquisition Corp., a Delaware corporation and a newly formed wholly owned direct subsidiary of Yahoo! ("Newco"), dated as of January 27, 1999 (the "Merger Agreement"), the number of shares of GeoCities Common Stock indicated represents 22.0% of the total outstanding shares of GeoCities Common Stock, excluding shares of GeoCities Common Stock issuable upon exercise of the Option.

- (2) 21,593,140 of the shares of GeoCities Common Stock covered by this report are subject to voting agreements (the "Voting Agreements") entered into by certain stockholders of GeoCities with Yahoo! pursuant to which such stockholders have agreed to vote all of the shares of GeoCities Common Stock beneficially owned by such stockholders in favor of the proposed merger of Newco with and into GeoCities. Yahoo! expressly disclaims beneficial ownership of any of the shares of GeoCities Common Stock covered by the Voting Agreements. Based on the number of shares of GeoCities Common Stock outstanding on January 27, 1999 as represented by GeoCities in the Merger Agreement, the number of shares of GeoCities Common Stock indicated represents approximately 64.2% of the outstanding shares of GeoCities Common Stock, excluding the shares of GeoCities Common Stock issuable upon exercise of the Option (as described above).
- (3) After giving effect to the exercise of the Option.

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ITEM 1 - SECURITY AND ISSUER

This statement on Schedule 13D (the "Schedule 13D") relates to the common stock, par value \$0.001 per share (the "Shares" or the "GeoCities Common Stock"), of GeoCities, a Delaware corporation. The principal executive office of GeoCities is located at 4499 Glencoe Avenue, Marina del Rey, California 90292.

ITEM 2 - IDENTITY AND BACKGROUND

(a) - (c) This Schedule 13D is filed by Yahoo! Inc., a California corporation. The address of the principal business and principal office of Yahoo! is 3420 Central Expressway, Santa Clara, California 95051. Yahoo! is a global Internet media company that offers a branded network of comprehensive information, communication and shopping services to millions of users daily.

As a result of entering into the Voting Agreements described in Items 3 and 4 below, Yahoo! may be deemed to have formed a "group" with each of the Stockholders (as defined in Item 3 below) for purposes of Section 13(d)(3) of the Act and Rule 13d-5(b)(1) thereunder. Yahoo! expressly declares that the filing of this Schedule 13D shall not be construed as an admission by it that it has formed any such group.

To the best of Yahoo!'s knowledge as of the date hereof, the name, business address, present principal occupation or employment and citizenship of each executive officer and director of Yahoo!, and the name, principal business and address of any corporation or other organization in which such employment is conducted is set forth in Schedule I hereto. The information contained in Schedule I is incorporated herein by reference.

(d) - (e) During the last five years, neither Yahoo! nor, to the best knowledge of Yahoo!, any of the executive officers or directors of Yahoo!, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

ITEM 3 - SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

All prior acquisitions of GeoCities Common Stock by Yahoo! have been made using working capital of Yahoo!.

Yahoo! entered into an Agreement and Plan of Merger dated as of January 27, 1999 by and among Yahoo!, Home Page Acquisition Corp., a Delaware corporation and newly formed wholly owned direct subsidiary of Yahoo! ("Newco"), and GeoCities (the "Merger Agreement"), providing for the merger (the "Merger") of Newco with and into GeoCities with GeoCities as the

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surviving corporation, pursuant to which each outstanding Share will be converted into the right to receive .6768 of a share of common stock, par value \$0.00017 per share, of Yahoo! (as adjusted to reflect the 2-for-1 split of Yahoo! common stock effective February 5, 1999). The Merger is subject to the approval of the Merger Agreement by GeoCities' stockholders, the expiration of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and any other required regulatory approvals, and the satisfaction or waiver of certain other conditions as more fully described in the Merger Agreement.

As an inducement for Yahoo! to enter into the Merger Agreement and in consideration thereof, GeoCities granted to Yahoo! an option (the "Option") to purchase, under certain circumstances described in the Merger Agreement, up to 6,370,000 Shares at a purchase price per Share equal to \$113.66, as adjusted as provided therein (the "Purchase Price"). Based on the number of Shares outstanding on January 27, 1999 as represented by GeoCities in the Merger Agreement, the Option would be exercisable for approximately 19.9% of the outstanding Shares, or approximately 16.6% of the Shares on a fully-diluted basis after giving effect to the exercise of the Option. Yahoo! did not pay additional consideration to GeoCities in connection with GeoCities granting the Option.

None of the Triggering Events (defined in Item 4 below) permitting the exercise of the Option has occurred as of the date hereof. In the event that the Option becomes exercisable and Yahoo! wishes to purchase the Shares subject thereto, Yahoo! anticipates that it would fund the exercise price with working capital. See also Item 4 below.

As a further inducement for Yahoo! to enter into the Merger Agreement and in consideration thereof, David C. Bohnett, CMG@Ventures I, LLC, CMG@Ventures II, LLC, SOFTBANK Holdings, Inc., SOFTBANK America, Inc., and SOFTBANK Technology Ventures IV (collectively, the "Stockholders"), entered into voting agreements (the "Voting Agreements"), each dated as of January 27, 1999, with Yahoo! whereby the Stockholders agreed, severally and not jointly, to vote all of the Shares beneficially owned by them in favor of approval and adoption of the Merger Agreement. Yahoo! did not pay additional consideration to any Stockholder in connection with the execution and delivery of the Voting Agreements. References to, and descriptions of, the Merger Agreement and the Voting Agreements, respectively, as set forth above in this Item 3, are qualified in their entirety by reference to the copies of the Merger Agreement and the Voting Agreements, respectively, included as Exhibits 1 through 7 to this Schedule 13D, and are incorporated in this Item 3 in their entirety where such references and descriptions appear.

ITEM 4 - PURPOSE OF TRANSACTION

(a) - (j) The information set forth, or incorporated by reference, in Item 3 is hereby incorporated herein by reference.

Pursuant to the Merger Agreement, GeoCities has granted Yahoo! the Option. Upon the terms and subject to the conditions set forth in the Merger Agreement, Yahoo! may exercise the Option, in whole or in part, at any time and from time to time following the occurrence of certain events (each, a "Triggering Event"). In general, a Triggering Event may be deemed to occur: (a) if (i) the Board of Directors of GeoCities shall for any reason have withdrawn or shall have amended or modified in a manner adverse to Yahoo! its recommendation in favor of the adoption and approval of the Merger Agreement or the approval of the Merger; (ii) GeoCities shall have failed to include in the proxy statement/prospectus the recommendation of the Board of Directors of GeoCities in favor of the adoption and approval of the Merger Agreement and the approval of the Merger; (iii) the Board of Directors of GeoCities shall have failed to reaffirm its recommendation in favor of the adoption and approval of the Merger Agreement and the approval of the Merger within ten (10) business days after Yahoo! requests that such recommendation be reaffirmed at any time following the public announcement of an Acquisition Proposal (as defined in the Merger Agreement); (iv) the Board of Directors of GeoCities shall have approved or publicly recommended any Acquisition Proposal; (v) GeoCities shall have entered into any letter of intent or similar document or any agreement, contract or commitment accepting any Acquisition Proposal; (vi) any tender or exchange offer relating to securities of GeoCities in excess of 15% of its outstanding voting securities shall have been commenced by a person unaffiliated with Yahoo! and GeoCities shall not have sent to its security holders pursuant to Rule 14e-2 promulgated under the Securities Act of 1933, as amended, within ten (10) business days after such tender or exchange offer is first published, sent or given, a statement disclosing that GeoCities recommends rejection of such tender or exchange offer; or (vii) GeoCities shall have intentionally breached its obligations under Section 5.4 (provisions regarding exclusivity) of the Merger Agreement; or (b) upon termination of the Merger Agreement by either Yahoo! or GeoCities if the requisite approval of the Merger Agreement by GeoCities' stockholders is not obtained by reason of the failure to obtain the required vote at a meeting of GeoCities' stockholders duly convened therefor or at any adjournment thereof.

Upon the occurrence of certain events set forth in the Merger Agreement, GeoCities is required to make certain payment to Yahoo! upon the surrender of all or a portion of the Option to GeoCities. In addition, the Merger Agreement grants certain registration rights to Yahoo! with respect to the Shares subject to the Option.

Pursuant to the Voting Agreements, the Stockholders have agreed to vote all of the Shares beneficially owned by them in favor of the approval and adoption of the Merger Agreement. The Voting Agreements terminate upon the earlier to occur of the completion of the Merger or the termination of the Merger Agreement. The name of each Stockholder and the number of outstanding shares of GeoCities Common Stock held by each Stockholder are set forth on the signature pages to the Voting Agreement which are incorporated herein by reference.

The purpose of the Option and the Voting Agreements are to facilitate consummation of the Merger.

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Upon consummation of the Merger as contemplated by the Merger Agreement (a) Newco will be merged into GeoCities, (b) the Board of Directors of GeoCities will be replaced by the Board of Directors of Newco, (c) the Certificate of Incorporation and Bylaws of GeoCities will be replaced by the Certificate of Incorporation and Bylaws of Newco, (d) the Shares will cease to be authorized for listing on the Nasdaq National Market and (e) the Shares will become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Exchange Act of 1934, as amended.

References to, and descriptions of, the Merger Agreement and the Voting Agreements, respectively, as set forth above in this Item 4, are qualified in their entirety by reference to the copies of the Merger Agreement and the Voting Agreements, respectively, included as Exhibits 1 through 7 to this Schedule 13D, and are incorporated in this Item 4 in their entirety where such references and descriptions appear.

ITEM 5 - INTEREST IN SECURITIES OF THE ISSUER

(a) - (b) The number of Shares owned as of the date hereof by Yahoo! is 673,796, and the number of Shares covered by the Option is 6,370,000, which in aggregate constitutes, based on the number of Shares outstanding on January 27, 1999 as represented by GeoCities in the Merger Agreement, approximately (i) 22.0% of GeoCities Common Stock, or (ii) 18.3% of the shares of GeoCities Common Stock that would be outstanding after giving effect to the exercise of the Option.

Prior to the exercise of the Option, Yahoo! (i) is not entitled to any rights as a stockholder of GeoCities as to the Shares covered by the Option and (ii) disclaims any beneficial ownership of the shares of GeoCities Common Stock which are purchasable by Yahoo! upon exercise of the Option because the Option is exercisable only in the limited circumstances referred to in Item 4 above, none of which has occurred as of the date hereof. If the Option were exercised, Yahoo! would have the sole right to vote and to dispose of the shares of GeoCities Common Stock issued as a result of such exercise, subject to the terms and conditions of the Merger Agreement. See the information in Items 3 and 4 above with respect to the Option, which information is incorporated herein by reference.

The number of Shares covered by the Voting Agreements is 21,593,140 (including 1,600,000 shares subject to options held by Mr. Bohnett and CMG@Ventures I, LLC), which constitutes approximately 64.2% of GeoCities Common Stock, based on the number of Shares outstanding on January 27, 1999, as represented by GeoCities in the Merger Agreement. By virtue of the Voting Agreements, Yahoo! may be deemed to share with the respective Stockholders the power to vote Shares subject to the Voting Agreements. However, Yahoo! (i) is not entitled to any rights as a stockholder of GeoCities as to the Shares covered by the Voting Agreements and (ii) disclaims any beneficial ownership of the shares of GeoCities Common

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Stock which are covered by the Voting Agreements. See the information in Item 2 with respect to the Stockholders and the information in Items 3 and 4 with respect to the Voting Agreements, which information is incorporated herein by reference.

(c) Other than as set forth in this Item 5(a)-(b), to the best of Yahoo!'s knowledge as of the date hereof (i) neither Yahoo! nor any subsidiary or affiliate of Yahoo! nor any of Yahoo!'s executive officers or directors, beneficially owns any shares of GeoCities Common Stock, and (ii) there have been no transactions in the shares of GeoCities Common Stock effected during the past 60 days by Yahoo!, nor to the best of Yahoo!'s knowledge, by any subsidiary or affiliate of Yahoo! or any of Yahoo!'s executive officers or directors.

(d) No other person is known by Yahoo! to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, GeoCities Common Stock obtainable by Yahoo! upon exercise of the Option.

(e) Not applicable.

Reference to, and descriptions of, the Merger Agreement and the Voting Agreements as set forth in this Item 5, are qualified in their entirety by reference to the copies of the Merger Agreement and the Voting Agreements, respectively, included as Exhibits 1 through 7 to this Schedule 13D, and incorporated in this Item 5 in their entirety where such references and descriptions appear.

ITEM 6 - CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The information set forth, or incorporated by reference, in Items 3 through 5 is hereby incorporated herein by reference. Copies of the Merger Agreement and the Voting Agreements are included as Exhibits 1 through 7 to this Schedule 13D. To the best of Yahoo!'s knowledge, except as described in this Schedule 13D, there are at present no contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 above and between any such persons and any person which respect to any securities to GeoCities.

ITEM 7 - MATERIAL TO BE FILED AS EXHIBITS

Exhibit	Description
1	Agreement and Plan of Merger, dated as of January 27, 1999 by and among Yahoo! Inc., Home Page Acquisition Corp. and GeoCities (without exhibits).*
2	Voting Agreement, dated as of January 27, 1999, by and between Yahoo! Inc. and David C. Bohnett.*

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- 3            Voting Agreement, dated as of January 27, 1999, by and between  
             Yahoo! Inc. and CMG@Ventures I, LLC.\*
- 4            Voting Agreement, dated as of January 27, 1999, by and between  
             Yahoo! Inc. and CMG@Ventures II, LLC.\*
- 5            Voting Agreement, dated as of January 27, 1999, by and between  
             Yahoo! Inc. and SOFTBANK Holdings, Inc.\*
- 6            Voting Agreement, dated as of January 27, 1999, by and between  
             Yahoo! Inc. and SOFTBANK Technology Ventures IV.\*
- 7            Voting Agreement, dated as of January 27, 1999, by and between  
             Yahoo! Inc. and SOFTBANK America, Inc.

\*            Previously filed as an exhibit to the GeoCities Schedule 13D, filed  
             February 8, 1999, and incorporated herein by reference.

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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.

Date: April 20, 1999

YAHOO! INC.

/s/ GARY VALENZUELA  
-----

Gary Valenzuela  
Senior Vice President, Finance and  
Administration, and Chief Financial  
Officer

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SCHEDULE I

DIRECTORS AND EXECUTIVE OFFICERS  
OF YAHOO! INC.

The following table sets forth the name, business address and present principal occupation or employment of each director and executive officer of Yahoo!. Except as indicated below, each such person is a U.S. citizen, and the business address of each such person is 3420 Central Expressway, Santa Clara, California 95051.

BOARD OF DIRECTORS

NAME AND TITLE -----	PRESENT PRINCIPAL OCCUPATION -----
Timothy Koogle, Chairman of the Board	Chief Executive Officer and Chairman of the Board, Yahoo! Inc.
Eric Hippeau, Director	Chairman and Chief Executive Officer of Ziff-Davis, Inc. The address of Ziff-Davis is One Park Avenue, New York, New York 10016
Arthur H. Kern, Director	Chairman and Chief Executive Officer of American Media.
Jeff Mallett, Director	President and Chief Operating Officer, Yahoo! Inc.
Michael Moritz, Director	General Partner, Sequoia Capital. The address of Sequoia Capital is 3000 Sand Hill Road, Building 4, Suite 280, Menlo Park, California 94025
Jerry Yang, Director	Chief Yahoo, Yahoo! Inc.

EXECUTIVE OFFICERS WHO ARE NOT DIRECTORS

NAME AND TITLE -----	TITLE AND PRESENT PRINCIPAL OCCUPATION -----
David Filo	Chief Yahoo, Yahoo! Inc.
Farzad Nazem	Senior Vice President, Product Development and Operations, and Chief Technology Officer, Yahoo! Inc.

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James J. Nelson	Vice President, Finance, Yahoo! Inc.
John Place	Vice President, General Counsel and Secretary, Yahoo! Inc.
Anil Singh	Senior Vice President, Sales, Yahoo! Inc.
Gary Valenzuela	Senior Vice President, Finance and Administration, and Chief Financial Officer, Yahoo! Inc.

## VOTING AGREEMENT

THIS VOTING AGREEMENT is made and entered into as of January 27, 1999 (this "VOTING AGREEMENT"), by and between Yahoo! Inc., a California corporation ("YAHOO!"), and the party identified on the signature page hereto ("STOCKHOLDER").

### RECITALS

A. Yahoo!, Home Page Acquisition Corp., a Delaware corporation and a newly formed wholly owned direct subsidiary of Yahoo! ("MERGER SUB"), and GeoCities, a Delaware corporation ("GEOCITIES"), have contemporaneously with the execution of this Voting Agreement entered into an Agreement and Plan of Merger dated as of January 27, 1999 (the "MERGER AGREEMENT") which provides, among other things, that Merger Sub shall be merged (the "MERGER") with and into GeoCities pursuant to the terms and conditions thereof;

B. As an essential condition and inducement to Yahoo! to enter into the Merger Agreement and in consideration therefor, Stockholder and Yahoo! have agreed to enter into this Voting Agreement; and

C. As of the date hereof, the Stockholder owns of record and beneficially the shares of common stock, par value \$0.001 per share, of GeoCities ("GEOCITIES COMMON STOCK") set forth on the signature page hereto and desires to enter into this Agreement with respect to such shares of GeoCities Common Stock;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein and in the Merger Agreement, the parties hereto agree as follows:

### ARTICLE I

#### 1. VOTING OF SHARES.

1.1 VOTING AGREEMENT. Stockholder hereby agrees to (a) appear, or cause the holder of record on any applicable record date (the "RECORD HOLDER") to appear for the purpose of obtaining a quorum at any annual or special meeting of stockholders of the GeoCities and at any adjournment thereof at which matters relating to the Merger, the Merger Agreement or any transaction contemplated thereby are considered and (b) vote, or cause the Record Holder to vote, in person or by proxy, all of the shares of the GeoCities Common Stock owned by Stockholder, or with respect to which such Stockholder has or shares voting power or control, and all of the shares of GeoCities Common Stock which shall, or with respect to which voting power or control shall, hereafter be acquired by Stockholder (collectively, the "SHARES") in favor of the Merger, the Merger Agreement and the transactions contemplated by the Merger

Agreement. In the event written consents are solicited or otherwise sought from stockholders of GeoCities with respect to approval or adoption of the Merger Agreement, with respect to the approval of the Merger or with respect to any of the other actions contemplated by the Merger Agreement, Stockholder shall (unless otherwise directed by Yahoo!) execute, or cause the Record Holder to execute, with respect to all Shares a written consent or written consents to such proposed action.

1.2 GRANT OF PROXY. In furtherance of the foregoing, Stockholder, by this Agreement, with respect to all Shares now owned of record or that may hereafter be acquired by Stockholder at anytime prior to the Effective Time, does hereby constitute and appoint Yahoo! and Merger Sub, or any nominee of Yahoo! and Merger Sub, with full power of substitution, for the date hereof to the earlier to occur of the termination of this Voting Agreement or the Effective Time, as its true and lawful attorney and proxy (its "PROXY"), for and in its name, place and stead, to demand that the Secretary of GeoCities call a special meeting of stockholders of GeoCities for the purpose of considering any action related to the Merger Agreement and to vote each of such Shares as its Proxy at every annual, special or adjourned meeting of stockholders of GeoCities, including the right to sign its name (as stockholder) to any consent, certificate or other document relating to GeoCities that the law of the State of Delaware may permit or require, in favor of the Merger, the Merger Agreement and the transactions contemplated by the Merger Agreement. This Proxy and power of attorney is irrevocable to the fullest extent permitted by the law of the State of Delaware and is coupled with an interest.

1.3 FURTHER ASSURANCES. Stockholder shall perform such further acts and execute such further documents and instruments as may reasonably be required to vest in Yahoo! and Merger Sub the power to carry out and give effect to the provisions of this Voting Agreement.

1.4 NO OWNERSHIP INTEREST. Nothing contained in this Voting Agreement shall be deemed to vest in Yahoo! any direct or indirect ownership or incidence of ownership of or with respect to any Shares. All rights, ownership and economic benefits of and relating to the Shares shall remain and belong to Stockholder, and Yahoo! shall have no authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of the GeoCities or exercise any power or authority to direct Stockholder in the voting of any of the Shares, except as otherwise provided herein, or the performance of Stockholder's duties or responsibilities as a stockholder of the GeoCities.

1.5 DOCUMENTS DELIVERED. Stockholder acknowledges receipt of copies of the following documents:

- (a) the Merger Agreement and all Exhibits and Schedules thereto;

and

(b) each report filed with the Securities and Exchange Commission by the Yahoo! on Forms 8-K and 10-Q since August 1, 1998.

1.6 NO INCONSISTENT AGREEMENTS. Each Stockholder hereby covenants and agrees that, except as contemplated by this Voting Agreement and the Merger Agreement, the Stockholder (a) has not entered, and shall not enter at any time while this Voting Agreement remains in effect, into any voting agreement and (b) has not granted, and shall not grant at any time while this Voting Agreement remains in effect, a proxy or power of attorney, in either case which is inconsistent with this Voting Agreement.

## ARTICLE II

### 2. TRANSFER.

#### 2.1 TRANSFER OF TITLE.

(a) Stockholder hereby covenants and agrees that Stockholder will not, prior to the termination of this Voting Agreement, either directly or indirectly, sell, assign, pledge, hypothecate, transfer, exchange, or dispose ("TRANSFER") of any Shares or options to purchase GeoCities Common Stock ("OPTIONS") or any other securities or rights convertible into or exchangeable for shares of GeoCities Common Stock, owned either directly or indirectly by Stockholder or with respect to which Stockholder has the power of disposition, whether now or hereafter acquired, without the prior written consent of Yahoo!; PROVIDED that nothing contained herein will be deemed to restrict the exercise of Options; and PROVIDED FURTHER that the foregoing requirements shall not prohibit any Transfer to any person or entity where as a pre-condition to such Transfer the transferee agrees to be bound by all of the terms and conditions of this Voting Agreement and delivers a duly executed copy of this Voting Agreement to Yahoo! to evidence such agreement.

(b) Stockholder hereby agrees and consents to the entry of stop transfer instructions by the GeoCities against the transfer of any Shares consistent with the terms of Section 2.1(a) hereof.

## ARTICLE III

3. REPRESENTATIONS AND WARRANTIES OF STOCKHOLDER. Stockholder hereby represents and warrants to Yahoo! as follows:

3.1 AUTHORITY RELATIVE TO THIS AGREEMENT. Stockholder is competent to execute and deliver this Voting Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Voting Agreement has been duly and validly executed and delivered by Stockholder and, assuming the due authorization, execution and delivery by Yahoo!, constitutes a legal, valid and binding obligation of Stockholder, enforceable against Stockholder in accordance with its terms.

3.2 NO CONFLICT. The execution and delivery of this Voting Agreement by Stockholder does not, and the performance of this Voting Agreement by Stockholder shall not, result in any breach of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a lien or encumbrance, on any of the Shares or Options pursuant to, any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Stockholder is a party or by which Stockholder or the Shares or Options are bound or affected.

3.3 TITLE TO THE SHARES. The Shares and Options held by Stockholder are owned free and clear of all security interests, liens, claims, pledges, options, rights of first refusal, agreements, limitations on Stockholder's voting rights, charges and other encumbrances of any nature whatsoever, and Stockholder has not appointed or granted any proxy, which appointment or grant remains effective, with respect to the Shares (other than under this Voting Agreement).

#### ARTICLE IV

#### 4. MISCELLANEOUS.

4.1 NO SOLICITATION. From the date hereof until the Effective Time or, if earlier, the termination of the Merger Agreement, Stockholder shall not (whether directly or indirectly through advisors, agents or other intermediaries) (a) solicit, initiate or encourage any Acquisition Proposal or (b) engage in discussions or negotiations with, or disclose any non-public information relating to the GeoCities or its subsidiaries to any person that has made an Acquisition Proposal or has advised Stockholder, or to its knowledge, GeoCities or any other stockholder of the GeoCities, that such person is interested in making an Acquisition Proposal.

4.2 TERMINATION. This Agreement shall terminate upon the earliest to occur of (a) the termination of the Merger Agreement in accordance with its terms or (b) the Effective Time. Upon such termination, no party shall have any further obligations or liabilities hereunder, PROVIDED that no such termination shall relieve any party from liability for any breach of this Voting Agreement prior to such termination.

4.3 ENFORCEMENT OF AGREEMENT. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Voting Agreement were not performed in accordance with its specified terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Voting Agreement and to specific performance of the terms and provisions hereof in addition to any other remedy to which they are entitled at law or in equity.

4.4 SUCCESSORS AND AFFILIATES. This Voting Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives and permitted assigns. If Stockholder shall at any time hereafter acquire ownership of, or voting power with respect to, any additional Shares in any manner, whether by

the exercise of any Options or any securities or rights convertible into or exchangeable for shares of GeoCities Common Stock, by operation of law or otherwise, such Shares shall be held subject to all of the terms and provisions of this Voting Agreement. Without limiting the foregoing, Stockholder specifically agrees that the obligations of Stockholder hereunder shall not be terminated by operation of law, whether by death or incapacity of Stockholder or otherwise.

4.5 ENTIRE AGREEMENT. This Voting Agreement together with the Affiliates Agreements, in the form attached as EXHIBIT B to the Merger Agreement, if and to the extent entered into by Stockholder and Yahoo!, constitutes the entire agreement among Yahoo! and Stockholder with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among Yahoo! and Stockholder with respect to the subject matter hereof.

4.6 CAPTIONS AND COUNTERPARTS. The captions in this Voting Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Voting Agreement. This Voting Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument.

4.7 AMENDMENT. This Voting Agreement may not be amended except by an instrument in writing signed by the parties hereto.

4.8 WAIVERS. Except as provided in this Voting Agreement, no action taken pursuant to this Voting Agreement, including without limitation any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Voting Agreement. The waiver by any party hereto of a breach of any provision hereunder shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision hereunder.

4.9 SEVERABILITY. If any term or other provision of this Voting Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Voting Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Voting Agreement so as to effect the original intent of the parties as closely as possible to the fullest extent permitted by applicable law in a mutually acceptable manner in order that the terms of this Voting Agreement remain as originally contemplated to the fullest extent possible.

4.10 NOTICES. All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made and shall be effective upon receipt, if delivered personally, upon receipt of a transmission confirmation if sent by facsimile (with a confirming copy sent by overnight courier) and on the next business day if sent by Federal Express, United Parcel Service, Express Mail or other reputable overnight courier to the parties at the following addresses (or at such other address for a party as shall be specified by notice):

If to Stockholder: At the address set forth opposite Stockholder's name on the signature page hereto

With a copy to: Brobeck, Phleger & Harrison LLP  
38 Technology Drive  
Irvine, California 92618  
Attention: Richard A. Fink  
Telephone No.: (949) 790-6300  
Telecopy No.: (949) 790-6301

If to Yahoo!  
or Merger Sub: Yahoo! Inc.  
3420 Central Expressway  
Santa Clara, California 95051  
Attention: Chief Executive Officer  
Telephone No.: (408) 731-3300  
Telecopy No.: (408) 731-3510

with a copy at the same address to the attention of the General Counsel and Secretary and with a copy to:

Venture Law Group  
A Professional Corporation  
2800 Sand Hill Road  
Menlo Park, California 94025  
Attention: Steven J. Tonsfeldt  
Telephone No.: (650) 854-4488  
Telecopy No.: (650) 233-8386

4.11 GOVERNING LAW. This Voting Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware regardless of the laws that might otherwise govern under applicable principles of conflicts of law.

4.12 DEFINITIONS. Capitalized terms used and not defined herein shall have the meaning set forth in the Merger Agreement.

4.13 OFFICERS AND DIRECTORS. No person who is or becomes (during the term hereof) a director or officer of the GeoCities makes any agreement or understanding herein in his or her capacity as such director or officer, and nothing herein will limit or affect, or give rise to any liability to Stockholder by virtue of, any actions taken by any Stockholder in his or her capacity as an officer or director of the GeoCities in exercising its rights under the Merger Agreement.

4.14 TREATMENT OF SHARES. If for any reason Stockholder shall be prohibited from selling the shares of Yahoo! Common Stock to be received by Stockholder in the Merger under the Registration Statement to be filed by Yahoo! in connection with the Merger, Yahoo! agrees that it shall grant to Stockholder registration rights that are consistent with those registration rights granted by Yahoo! to stockholders of corporations acquired by Yahoo! in 1998 in stock-for-stock merger transactions.

4.15 INTERPRETATION. The parties have participated jointly in the negotiation of this Voting Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Voting Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of the provisions of this Voting Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto have caused this Voting Agreement to be duly executed as of the date first written above.

YAHOO! INC.

By: /s/ Timothy K. Koogle

Name: Timothy K. Koogle

Title: CHAIRMAN AND CHIEF EXECUTIVE OFFICER

STOCKHOLDER

By: /s/ Steven S. Murray

Name: Steven S. Murray

Title: Treasurer

Address: 10 Langely Rd

Newton, MA 02459

Number of Shares of GeoCities  
Common Stock owned: 7,056,086

Number of Shares of GeoCities  
Common Stock as to which options  
issued to Stockholder are  
exercisable:

\*\*\*\*VOTING AGREEMENT\*\*\*\*