

---

---

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

---

**SCHEDULE 13D/A**

Under the Securities Exchange Act of 1934  
(Amendment No. 1)\*

---

**Momo Inc.**

(Name of Issuer)

Class A Ordinary Shares, par value \$0.0001 per share  
(Title of Class of Securities)

60879B107\*\*

(CUSIP Number)

Yan Tang  
Sichuan Zhang  
Gallant Future Holdings Limited  
c/o 20th Floor, Block B  
Tower 2, Wangjing SOHO  
No.1 Futongdong Street  
Chaoyang District, Beijing 100102  
People's Republic of China  
+86-10 5731-0567

Matrix Partners China II Hong Kong Limited  
Matrix Partners China II, L.P.  
Matrix Partners China II-A, L.P.  
Matrix China Management II, L.P.  
Matrix China II GP GP, Ltd.  
Yibo Shao  
c/o Suite 08, 20th Floor,  
One International Finance Centre  
1 Harbour View Street, Central, Hong Kong  
+852 3960-6592

Rich Moon Limited  
Yunfeng Fund II, L.P.  
Yunfeng Moon Co-invest, L.P.  
Yunfeng Investment II, L.P.  
Yunfeng Moon Co-Invest GP, Ltd.  
Yunfeng Investment GP II, Ltd.  
Feng Yu  
c/o Suite 3206,  
One Exchange Square,  
8 Connaught Place, Central, Hong Kong  
+852 2516-6363

*With copies to:*

Z. Julie Gao, Esq.  
Haiping Li, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
c/o 42/F, Edinburgh Tower, The Landmark  
15 Queen's Road Central  
Hong Kong  
+852 3740-4700  
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

Peter X. Huang, Esq.  
Daniel Dusek, Esq.  
Skadden, Arps, Slate, Meagher & Flom LLP  
30/F, China World Office 2  
No. 1, Jian Guo Men Wai Avenue  
Beijing 100004 China  
+8610 6535-5500

June 23, 2015

(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 that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-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 §240.13d-7 for other parties to whom copies are to be sent.

---

\* This statement on Schedule 13D (the "Schedule 13D") constitutes (a) amendment No. 1 to the Schedule 13D filed on behalf of each of Yan Tang ("Mr. Tang"), Sichuan Zhang ("Ms. Zhang"), Gallant Future Holdings Limited ("Gallant Future"), Matrix Partners China II Hong Kong Limited ("Matrix HK"), Matrix Partners China II, L.P. ("Matrix China II"), Matrix Partners China II-A, L.P. ("Matrix China II-A"), Matrix China Management II, L.P. ("Matrix Management"), Matrix China II GP GP, Ltd. ("Matrix GP") and, together with Matrix HK, Matrix China II, Matrix China II-A and Matrix Management, the "Matrix Funds") and Yibo Shao ("Mr. Shao") on July 6, 2015, and (b) constitutes an initial Schedule 13D filing on behalf of each of Rich Moon Limited ("Rich Moon"), Yunfeng Fund II, L.P. ("Yunfeng Fund II"), Yunfeng Moon Co-invest, L.P. ("Yunfeng Moon"), Yunfeng Investment II, L.P. ("Yunfeng Investment II"), Yunfeng Moon Co-Invest GP, Ltd. ("Yunfeng Moon GP"), Yunfeng Investment GP II, Ltd. ("Yunfeng Investment GP") and, together with Rich Moon, Yunfeng Fund II, Yunfeng Moon, Yunfeng Investment II and Yunfeng Moon GP, the "Yunfeng Funds") and Feng Yu ("Mr. Yu"), in each case with respect to the Class A Ordinary Shares, par value \$0.0001 per share ("Class A Ordinary Shares"), of Momo Inc., a Cayman Islands company (the "Company").

\*\* This CUSIP number applies to the Issuer's American depositary shares ("ADSs"), each representing two Class A Ordinary Shares.

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).

---

---

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yan Tang
<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 (See Instructions)  PF, OO
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  The People's Republic of China
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b> SOLE VOTING POWER  0
	<b>8</b> SHARED VOTING POWER  100,490,773 Ordinary Shares(1)
	<b>9</b> SOLE DISPOSITIVE POWER  0
	<b>10</b> SHARED DISPOSITIVE POWER  100,490,773 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  100,490,773 Ordinary Shares(1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  25.9%(2) (representing 77.2% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  IN

- (1) Includes (i) 96,886,370 Class B ordinary shares, par value \$0.0001 per share, of the Company (“Class B Ordinary Shares”) held of record by Gallant Future Holdings Limited, a company wholly owned and controlled by a family trust controlled by Mr. Tang, (ii) 2,941,903 Class A Ordinary Shares that Mr. Tang has the right to acquire upon exercise of options within 60 days after April 6, 2016, and (iii) 662,500 Class A Ordinary Shares that Ms. Sichuan Zhang, the wife of Mr. Tang, has the right to acquire upon exercise of options within 60 days after April 6, 2016.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company’s current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No.

60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Sichuan Zhang	
<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 (See Instructions)  AF, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  The People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  100,490,773 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  100,490,773 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  100,490,773 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  25.9%(2) (representing 77.2% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  IN	

- (1) Includes (i) 96,886,370 Class B Ordinary Shares held of record by Gallant Future Holdings Limited, a company wholly owned and controlled by a family trust controlled by Mr. Yan Tang, the husband of Ms. Zhang, (ii) 2,941,903 Class A Ordinary Shares that Mr. Tang has the right to acquire upon exercise of options within 60 days after April 6, 2016, and (iii) 662,500 Class A Ordinary Shares that Ms. Zhang has the right to acquire upon exercise of options within 60 days after April 6, 2016.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No.

60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Gallant Future Holdings Limited	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  British Virgin Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  96,886,370 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  96,886,370 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  96,886,370 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  25.2%(2) (representing 77.2% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  CO	

(1) Includes 96,886,370 Class B Ordinary Shares held of record by Gallant Future Holdings Limited.

(2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

(3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS	Matrix Partners China II Hong Kong Limited
<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 (See Instructions)	WC, OO
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION	Hong Kong
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	65,970,897 Ordinary Shares(1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)	CO

- (1) Includes (i) 52,770,897 Class A Ordinary Shares held of record by Matrix Partners China II Hong Kong Limited and (ii) 6,600,000 ADSs held by Matrix Partners China II Hong Kong Limited, representing 13,200,000 Class A Ordinary Shares.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Matrix Partners China II, L.P.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  65,970,897 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

- (1) Includes (i) 52,770,897 Class A Ordinary Shares and (ii) 6,600,000 ADSs, representing 13,200,000 Class A Ordinary Shares, held by Matrix HK. Matrix HK is 90% owned by Matrix China II and 10% owned by Matrix China II-A. Matrix Management and Matrix GP are the direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A, and as such, may exercise voting and dispositive power over the shares held by Matrix HK. Mr. Shao, a director of Matrix GP, may be deemed to share voting and dispositive power over the shares held by Matrix HK.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Matrix Partners China II-A, L.P.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  65,970,897 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

- (1) Includes (i) 52,770,897 Class A Ordinary Shares and (ii) 6,600,000 ADSs, representing 13,200,000 Class A Ordinary Shares, held by Matrix HK. Matrix HK is 90% owned by Matrix China II and 10% owned by Matrix China II-A. Matrix Management and Matrix GP are the direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A, and as such, may exercise voting and dispositive power over the shares held by Matrix HK. Mr. Shao, a director of Matrix GP, may be deemed to share voting and dispositive power over the shares held by Matrix HK.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS	Matrix China Management II, L.P.
<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 (See Instructions)	WC, OO
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION	Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	65,970,897 Ordinary Shares(1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)	PN

(1) Includes (i) 52,770,897 Class A Ordinary Shares and (ii) 6,600,000 ADSs, representing 13,200,000 Class A Ordinary Shares, held by Matrix HK. Matrix HK is 90% owned by Matrix China II and 10% owned by Matrix China II-A. Matrix Management and Matrix GP are the direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A, and as such, may exercise voting and dispositive power over the shares held by Matrix HK. Mr. Shao, a director of Matrix GP, may be deemed to share voting and dispositive power over the shares held by Matrix HK.

(2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

(3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.



CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Matrix China II GP GP, Ltd.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  65,970,897 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  CO	

(1) Includes (i) 52,770,897 Class A Ordinary Shares and (ii) 6,600,000 ADSs, representing 13,200,000 Class A Ordinary Shares, held by Matrix HK. Matrix HK is 90% owned by Matrix China II and 10% owned by Matrix China II-A. Matrix Management and Matrix GP are the direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A, and as such, may exercise voting and dispositive power over the shares held by Matrix HK. Mr. Shao, a director of Matrix GP, may be deemed to share voting and dispositive power over the shares held by Matrix HK.

(2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

(3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yibo Shao	
<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 (See Instructions)  AF, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  The People's Republic of China	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  65,970,897 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  65,970,897 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  65,970,897 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  17.2%(2) (representing 5.3% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  IN	

(1) Includes (i) 52,770,897 Class A Ordinary Shares and (ii) 6,600,000 ADSs, representing 13,200,000 Class A Ordinary Shares, held by Matrix HK. Matrix HK is 90% owned by Matrix China II and 10% owned by Matrix China II-A. Matrix Management and Matrix GP are the direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A, and as such, may exercise voting and dispositive power over the shares held by Matrix HK. Mr. Shao, a director of Matrix GP, may be deemed to share voting and dispositive power over the shares held by Matrix HK.

(2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

(3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No.

60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Rich Moon Limited	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,570,966 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  CO	

(1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon.

(2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

(3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yunfeng Fund II, L.P.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,570,966 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment GP. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yunfeng Moon Co-invest, L.P.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,570,966 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment Gp. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yunfeng Investment II, L.P.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,570,966 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  PN	

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment Gp. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS	Yunfeng Moon Co-Invest GP, Ltd.
<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 (See Instructions)	WC, OO
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION	Cayman Islands
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  0
	<b>8</b>	SHARED VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>9</b>	SOLE DISPOSITIVE POWER  0
	<b>10</b>	SHARED DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	18,570,966 Ordinary Shares(1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)	CO

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment GP. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS  Yunfeng Investment GP II, Ltd.	
<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 (See Instructions)  WC, OO	
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION  Cayman Islands	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  18,570,966 Ordinary Shares(1)	
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)	
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)  CO	

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment GP. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.



CUSIP No. 60879B107

<b>1</b>	NAMES OF REPORTING PERSONS	Feng Yu
<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 (See Instructions)	AF, OO
<b>5</b>	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>	
<b>6</b>	CITIZENSHIP OR PLACE OF ORGANIZATION	Hong Kong
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	<b>7</b>	SOLE VOTING POWER  18,570,966 Ordinary Shares(1)
	<b>8</b>	SHARED VOTING POWER  0
	<b>9</b>	SOLE DISPOSITIVE POWER  18,570,966 Ordinary Shares(1)
	<b>10</b>	SHARED DISPOSITIVE POWER  0
<b>11</b>	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON	18,570,966 Ordinary Shares(1)
<b>12</b>	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) <input type="checkbox"/>	
<b>13</b>	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)	4.8%(2) (representing 1.5% of the voting power of the total outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) of the Company)(3)
<b>14</b>	TYPE OF REPORTING PERSON (See Instructions)	IN

- (1) Includes 18,570,966 Class A Ordinary Shares held by Rich Moon. Rich Moon is 77.8% owned by Yunfeng Fund II and 22.2% owned by Yunfeng Moon. The general partner of Yunfeng Fund II is Yunfeng Investment II and the general partner of YF Moon is Yunfeng Moon GP. Both general partners are in turn managed by their general partner, Yunfeng Investment GP. Mr. Feng Yu, a director of Yunfeng Investment GP, has the sole power to direct the voting and disposition of the Class A Ordinary Shares directly or indirectly held by Yunfeng Investment GP.
- (2) The calculation is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company's current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.
- (3) Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share. See Item 5.

---

**Item 1. Security and Issuer.**

This statement on Schedule 13D amends and supplements the statement on Schedule 13D filed with the U.S. Securities and Exchange Commission on July 6, 2015 (the "Original Schedule 13D"), relating to the Class A Ordinary Shares of the Company. The Ordinary Shares of the Company consist of Class A Ordinary Shares and Class B Ordinary Shares, par value US\$0.0001 each.

American depositary shares (the "ADSs," and each, an "ADS"), each representing two Class A Ordinary Shares, of the Company are listed on the NASDAQ Global Select Market under the symbol "MOMO."

The principal executive offices of the Company are located at 20<sup>th</sup> Floor, Block B, Tower 2, Wangjing SOHO, No.1 Futongdong Street, Chaoyang District, Beijing 100102, People's Republic of China (the "PRC").

Except as provided herein, this statement does not modify any of the information previously reported on the Original Schedule 13D.

**Item 2. Identity and Background.**

Mr. Tang, Ms. Zhang, Gallant Future, the Matrix Funds, Mr. Shao, the Yunfeng Funds and Mr. Yu are collectively referred to herein as "Reporting Persons," and each, a "Reporting Person."

(a)–(c), (f) This statement on Schedule 13D is being filed jointly by the Reporting Persons pursuant to Rule 13d-1(k) promulgated by the SEC under Section 13 of the Act. The Reporting Persons may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Act with respect to the transaction described in Item 4 of this statement on Schedule 13D.

Except as otherwise stated herein, each Reporting Person expressly disclaims beneficial ownership for all purposes of the Ordinary Shares (including Class A Ordinary Shares represented by the ADSs) held by each other Reporting Person or by any member of the Buyer Group (as defined in Item 4) that is not a Reporting Person.

The agreement among the Reporting Persons relating to the joint filing is attached hereto as Exhibit G. Information with respect to each of the Reporting Persons is given solely by such Reporting Person, and no Reporting Person assumes responsibility for the accuracy or completeness of the information concerning the other Reporting Persons, except as otherwise provided in Rule 13d-1(k).

Mr. Tang is the co-founder, chairman of board of directors and chief executive officer of the Company. Ms. Zhang is a director and the president of U.S. operations of the Company, and the wife of Mr. Tang. Each of Mr. Tang and Ms. Zhang is a PRC citizen. Gallant Future is principally an investment holding vehicle. Gallant Future is a company organized and existing under the laws of the British Virgin Islands, and is wholly owned and controlled by a family trust controlled by Mr. Tang. The principal business address of each of Mr. Tang, Ms. Zhang and Gallant Future is c/o 20<sup>th</sup> Floor, Block B, Tower 2, Wangjing SOHO, No.1 Futongdong Street, Chaoyang District, Beijing 100102, People's Republic of China.

The principal business of Matrix Management and Matrix GP are to serve as direct and indirect general partners, respectively, of Matrix China II and Matrix China II-A. The principal business of Matrix HK is to acquire, hold and dispose of interests in various companies for investment purposes and to take all actions incidental thereto. The principal business of Matrix China II and Matrix China II-A is to hold indirect interests in various companies for investment purposes. Mr. Shao is a director of Matrix GP and is a PRC citizen. Matrix HK is a company incorporated in Hong Kong. Matrix China II and Matrix China II-A are limited partnerships formed in the Cayman Islands and managed by Matrix Management, a limited partnership formed in the Cayman Islands, which in turn is managed by Matrix GP, a company incorporated in the Cayman Islands. The business address of each of the Matrix Funds and Mr. Shao is c/o Suite 08, 20th Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

The principal business of Yunfeng Investment GP, Yunfeng Investment II and Yunfeng Moon GP are to serve as indirect and direct general partners of Yunfeng Fund II and Yunfeng Moon. The principal business of Rich Moon is to acquire, hold and dispose of interests in various companies for investment purposes and to take all actions incidental thereto. The principal business of Yunfeng Fund II and Yunfeng Moon is to hold indirect interests in various companies for investment purposes. Mr. Yu is a director of Yunfeng Investment GP and is a Hong Kong citizen. Rich Moon is a company incorporated in the Cayman Islands. Yunfeng Fund II and Yunfeng Moon are limited partnerships formed in the Cayman Islands. Yunfeng Fund II is managed by Yunfeng Investment II, a limited partnership formed in the Cayman Islands, which in turn is managed by Yunfeng Investment GP, a company incorporated in the Cayman Islands. Yunfeng Moon is managed by Yunfeng Moon GP, a company incorporated in the Cayman Islands, which in turn is managed by Yunfeng Investment GP, a company incorporated in the Cayman Islands. The business address of each of the Yunfeng Funds and Mr. Yu is c/o Suite 3206, One Exchange Square, 8 Connaught Place, Central, Hong Kong.

The name, business address, present principal occupation or employment and citizenship of each of the executive officers and directors of each of Gallant Future, Matrix HK, Matrix GP, Rich Moon, Yunfeng Moon GP and Yunfeng Investment GP are set forth on Schedule A hereto and are incorporated herein by reference.

(d) – (e) During the last five years, none of the Reporting Persons and, to the best knowledge of each Reporting Person, any of the persons listed on Schedule A hereto has been: (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) 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.**

This statement on Schedule 13D is being filed because, under the facts and circumstances described in Items 2, 4 and 5, the Reporting Persons, and members of the Buyer Group (as defined in Item 4) that are not Reporting Persons, may be deemed to be a group within the meaning of Section 13(d)(3) of the Act. This filing is not being made as a result of any particular acquisitions or dispositions of Ordinary Shares by the Reporting Persons.

The descriptions of the principal terms of the Proposal (as defined below) under Item 4 are incorporated herein by reference in its entirety.

### **Item 4. Purpose of Transaction.**

On June 23, 2015, Mr. Tang, Matrix Partners, Sequoia Capital China Investment Management L.P. and Huatai Ruilian Fund Management Co., Ltd. (collectively, the “Original Buyer Group”) jointly submitted a non-binding proposal (the “Proposal”) to the Company’s board of directors related to the proposed acquisition of all of the Ordinary Shares not beneficially owned by the Original Buyer Group for cash consideration equal to US\$18.90 per ADS, or US\$9.45 per Class A Ordinary Share (the “Proposed Transaction”).

---

On July 6, 2015, the Original Buyer Group entered into a consortium agreement (the “Consortium Agreement”), pursuant to which the Original Buyer Group will cooperate in connection with a possible acquisition transaction (the “Transaction”) with respect to the Company as contemplated by the Proposal. The Consortium Agreement provides, among other things, for: cooperation in arranging financing; engaging advisors; and cooperation in preparing definitive documentation with respect to the Transaction. During the period beginning on the date of the Consortium Agreement and ending on the earlier of (i) 9-month after the date of the Consortium Agreement and (ii) the termination of the Consortium Agreement on the mutual written agreement of the members of the Buyer Group, members of the Buyer Group have agreed to work exclusively with each other with respect to the Transaction.

On April 5, 2016, each of Alibaba Investment Limited (“Alibaba”) and Rich Moon executed and delivered an adherence agreement to the Consortium Agreement, pursuant to which each of Alibaba and Rich Moon became a party to the Consortium Agreement. Alibaba, Rich Moon and the Original Buyer Group, collectively, is referred to in this statement on Schedule 13D as the “Buyer Group.”

On April 5, 2016, the Buyer Group executed an amendment to the Consortium Agreement to extend the exclusivity period, pursuant to which amendment the Buyer Group agreed that during the period beginning on July 6, 2015 and ending on the earlier of (i) April 5, 2017 and (ii) the termination of the Consortium Agreement on the mutual written agreement of the members of the Buyer Group, members of the Buyer Group will work exclusively with each other with respect to the Transaction.

The Proposed Transaction is subject to a number of conditions, including, among other things, the negotiation and execution of a definitive merger agreement and other related agreements mutually acceptable in form and substance to the Company and the Buyer Group. Neither the Company nor any member of the Buyer Group is obligated to complete the Proposed Transaction, and a binding commitment with respect to the Proposed Transaction will result only from the execution of definitive documents, and then will be on the terms provided in such documentation.

If the Proposed Transaction is completed, the Company’s ADSs would become eligible for termination of registration pursuant to Section 12(g)(4) of the Securities Act and would be delisted from the NASDAQ Global Select Market.

References to each of the Consortium Agreement, as amended, and the Proposal in this statement on Schedule 13D are qualified in their entirety by reference to the Consortium Agreement, as amended, and the Proposal, copies of which are attached or incorporated by reference hereto as Exhibit B to Exhibit E, and incorporated herein by reference in their entirety.

Except as indicated above, the Reporting Persons have no plans or proposals which relate to or would result in any of the actions specified in paragraphs (a) through (j) of Item 4 of Schedule 13D.

**Item 5. Interest in Securities of the Issuer.**

(a)–(b) The responses of each Reporting Person to Rows (11) through (13) of the cover pages of this Schedule 13D are hereby incorporated by reference in this Item 5. The percentage of the class of securities identified pursuant to Item 1 beneficially owned by each Reporting Person is based on 383,751,403 Ordinary Shares (including Class A and Class B Ordinary Shares) outstanding as of December 31, 2015, as disclosed in the Company’s current report on Form 6-K furnished to the Commission on March 15, 2016, assuming conversion of all Class B Ordinary Shares into the same number of Class A Ordinary Shares.

---

Holders of Class A Ordinary Share and Class B Ordinary Share have the same rights except for voting and conversion rights. Each Class B ordinary share is convertible into one Class A ordinary share at any time by the holder thereof. Each Class B ordinary share is entitled to ten votes per share, whereas each Class A ordinary share is entitled to one vote per share.

By virtue of their actions in respect of the Proposed Transaction as described herein, the Reporting Persons, and members of the Buyer Group that are not Reporting Persons, may be deemed to constitute a “group” within the meaning of Rule 13d-5(b) under the Act. As a member of a group, each of the Reporting Persons may be deemed to beneficially own the Ordinary Shares beneficially owned by the members of the group as a whole; thus, each Reporting Person may be deemed to beneficially own an aggregate of 281,352,742 outstanding Ordinary Shares (including an aggregate of 3,604,403 Class A Ordinary Shares issuable upon the exercise of options held by Reporting Persons that are exercisable within 60 days after April 6, 2016), which represents approximately 72.6% of the total outstanding Ordinary Shares and approximately 91.6% of the voting power of the total outstanding Ordinary Shares. The aggregate of 281,352,742 outstanding Ordinary Shares include (a) (i) 2,063,441 Class A Ordinary Shares held by SCC Growth I Holdco A, Ltd., (ii) 11,348,923 Class A Ordinary Shares held by Sequoia Capital China GF Holdco III-A, Ltd. and (iii) 5,158,602 Class A Ordinary Shares held by SC China Growth III Co-Investment 2014-A, L.P., as reported in a Schedule 13D filed by Sequoia Capital China Growth Fund I, L.P. on July 7, 2015, and (b) 77,749,140 Class A Ordinary Shares held by Alibaba Investment Limited, as reported on a Schedule 13G jointly filed by Alibaba Investment Limited and Alibaba Group Holding Limited on February 13, 2015. Except as otherwise stated herein, each Reporting Person expressly disclaims any beneficial ownership of the Ordinary Shares held by each other Reporting Person or by any member of the Buyer Group that is not a Reporting Person.

Mr. David Ying Zhang, a director of Matrix GP, is the beneficially owner of 284,375 Class A Ordinary Shares, representing 284,375 Class A Ordinary Shares that Mr. Zhang has the right to acquire upon exercise of options within 60 days from April 6, 2016.

Except as disclosed in this statement on Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, beneficially owns any Ordinary Shares or has the right to acquire any Ordinary Shares.

Except as disclosed in this statement on Schedule 13D, none of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, presently has the power to vote or to direct the vote or to dispose or direct the disposition of any of the Ordinary Shares which it may be deemed to beneficially own.

(c) None of the Reporting Persons nor, to the best of their knowledge, any of the persons listed in Schedule A hereto, has effected any transaction in the Ordinary Shares during the past 60 days.

(d) Except as disclosed in this statement on Schedule 13D, to the best knowledge of the Reporting Persons, no other person has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by any of the Reporting Persons.

---

(e) Not applicable.

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

The descriptions of the principal terms of the Consortium Agreement, as amended, and the Proposal under Item 4 are incorporated herein by reference in their entirety.

To the best knowledge of the Reporting Persons, except as provided herein, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the Reporting Persons and between any of the Reporting Persons and any other person with respect to any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, divisions of profits or loss, or the giving or withholding of proxies, or a pledge or contingency, the occurrence of which would give another person voting power over the securities of the Company.

**Item 7. Material to be Filed as Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
A <sup>(1)</sup>	Joint Filing Agreement dated July 6, 2015 by and among the Reporting Persons.
B <sup>(1)</sup>	Consortium Agreement, dated July 6, 2015, by and among Mr. Tang, Matrix Partners, Sequoia Capital and Huatai Ruilian.
C <sup>(1)</sup>	Proposal Letter dated June 23, 2015 from the Buyer Group to the board of directors of the Company.
D	Amendment No. 1 to the Consortium Agreement, dated April 5, 2016, by and among the Buyer Group
E	Adherence Agreement to the Consortium Agreement executed and delivered by Alibaba, dated April 5, 2016
F	Adherence Agreement to the Consortium Agreement executed and delivered by Yunfeng, dated April 5, 2016
G	Joint Filing Agreement dated April 6, 2016 by and among the Reporting Persons.

(1) Filed previously.

---

**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 6, 2016

**Yan Tang**

By: /s/ Yan Tang

**Sichuan Zhang**

By: /s/ Sichuan Zhang

**Gallant Future Holdings Limited**

By: /s/ Yan Tang  
Name: Yan Tang  
Title: Director

**Matrix Partners China II Hong Kong Limited**

By: Matrix Partners China II, L.P.  
By: Matrix China Management II, L.P.  
By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao  
Name: Yibo Shao  
Title: Director

**Matrix Partners China II, L.P.**

By: Matrix China Management II, L.P.  
By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao  
Name: Yibo Shao  
Title: Director

**Matrix Partners China II-A, L.P.**

By: Matrix China Management II, L.P.  
By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao  
Name: Yibo Shao  
Title: Director

**Matrix China Management II, L.P.**

By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao  
Name: Yibo Shao  
Title: Director

**Matrix China II GP GP, Ltd.**

By: /s/ Yibo Shao  
Name: Yibo Shao  
Title: Director

**Yibo Shao**

By: /s/ Yibo Shao

**Rich Moon Limited**

By: /s/ Xin Huang

Name: Xin Huang

Title: Authorized Signatory

**Yunfeng Fund II, L.P.**

By: /s/ Feng Yu

Name: Feng Yu

Title: Authorized Signatory

**Yunfeng Moon Co-invest, L.P.**

By: /s/ Xin Huang

Name: Xin Huang

Title: Authorized Signatory

**Yunfeng Investment II, L.P.**

By: /s/ Feng Yu

Name: Feng Yu

Title: Authorized Signatory

**Yunfeng Moon Co-Invest GP, Ltd.**

By: /s/ Xin Huang

Name: Xin Huang

Title: Authorized Signatory

**Yunfeng Investment GP II, Ltd.**

By: /s/ Feng Yu

Name: Feng Yu

Title: Authorized Signatory

**Feng Yu**

By: /s/ Feng Yu



---

**SCHEDULE A  
EXECUTIVE OFFICERS AND DIRECTORS**

**Gallant Future Holdings Limited**

The business address of each of the following individuals is c/o 20<sup>th</sup> Floor, Block B, Tower 2, Wangjing SOHO, No.1 Futongdong Street, Chaoyang District, Beijing 100102, People's Republic of China.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
Yan Tang	The People's Republic of China

**Executive Officers:**

None

**Matrix Partners China II Hong Kong Limited**

The business address of each of the following individuals is c/o Suite 08, 20<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
David Ying Zhang	United States of America
Timothy A. Barrows	United States of America
Yibo Shao	The People's Republic of China

**Executive Officers:**

None

**Matrix China II GP GP, Ltd.**

The business address of each of the following individuals is c/o Suite 08, 20<sup>th</sup> Floor, One International Finance Centre, 1 Harbour View Street, Central, Hong Kong.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
David Ying Zhang	United States of America
Timothy A. Barrows	United States of America
David Su	The Republic of Singapore
Yibo Shao	The People's Republic of China

---

**Executive Officers:**

None

**Rich Moon Limited**

The business address of each of the following individuals is c/o Suite 3206, One Exchange Square, 8 Connaught Place, Central, Hong Kong.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
Xin Huang	People's Republic of China

<b>Executive Officers:</b>	
Xin Huang	People's Republic of China

**Yunfeng Moon Co-Invest GP, Ltd.**

The business address of each of the following individuals is c/o Suite 3206, One Exchange Square, 8 Connaught Place, Central, Hong Kong.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
Xin Huang	People's Republic of China

<b>Executive Officers:</b>	
Xin Huang	People's Republic of China

**Yunfeng Investment GP II, Ltd.**

---

The business address of each of the following individuals is c/o Suite 3206, One Exchange Square, 8 Connaught Place, Central, Hong Kong.

**Directors:**

<b>Name</b>	<b>Country of Citizenship</b>
Feng Yu	Hong Kong

**Executive Officers:**

Feng Yu	Hong Kong
---------	-----------

## AMENDMENT NO. 1 TO THE CONSORTIUM AGREEMENT

This **AMENDMENT NO. 1 TO THE CONSORTIUM AGREEMENT**, dated as of April 5, 2016 (this "Amendment"), is made by and among (a) Yan Tang ("Mr. Tang"), (b) Matrix Partners China II Hong Kong Limited, a company incorporated under the laws of Hong Kong ("Matrix"), (c) Sequoia Capital China Investment Management L.P., a company organized and existing under the laws of the People's Republic of China ("Sequoia"), (d) Huatai Ruilian Fund Management Co., Ltd., a company organized and existing under the laws of the People's Republic of China ("Huatai Ruilian" and together with Mr. Tang, Matrix and Sequoia, the "Original Parties"), (e) Alibaba Investment Limited, a limited liability company incorporated under the laws of the British Virgin Islands ("Alibaba") and (f) Rich Moon Limited, an exempted company with limited liability incorporated under the laws of the Cayman Islands ("Yunfeng").

**WHEREAS**, on July 6, 2015, the Original Parties entered into a Consortium Agreement (the "Agreement"); and

**WHEREAS**, on April 5, 2016, each of Alibaba and Yunfeng was admitted as an addition member of the Consortium (as defined in the Agreement) and became a party to the Agreement by virtue of the execution and delivery of an adherence agreement in the form attached to the Agreement.

1. The parties hereto hereby agree to amend the Agreement as follows:

(a) The definition of "Exclusivity Period" in Section 11.01 of the Agreement is hereby deleted in its entirety and replaced with the following definition:

"Exclusivity Period" means the period beginning on July 6, 2015 and ending on the first to occur of (a) April 5, 2017 and (b) the mutually agreed termination of this Agreement pursuant to Section 6.01(b).

(b) The following new Section 5.02 shall be added:

"Section 5.02 Alibaba Exclusivity Obligations. With respect to the obligations of Alibaba pursuant to Section 5.01, (a) "Affiliates" of Alibaba solely for purposes of Section 5.01 shall be deemed to mean, and be limited to, Alibaba Group Holding Limited and any entity of which Alibaba Group Holding Limited, directly or indirectly, owns a majority of its voting securities and (ii) Section 5.01 shall not apply to any Representatives of Alibaba except if any such Representative is directly or indirectly acting for, on behalf of or at the direction of Alibaba or any of its Affiliates (as such term has been modified pursuant to this Section 5.02)."

2. This Amendment shall be deemed incorporated into, and form a part of, the Agreement and have the same legal validity and effect as the Agreement. Except as expressly amended hereby, all terms and provisions of the Agreement are and shall remain in full force and effect, and all references to the Agreement shall hereafter refer to the Agreement as amended by this Amendment, and as it may hereafter be further amended or restated.

3. The provisions of Article X (Miscellaneous) of the Agreement shall apply *mutatis mutandis* to this Amendment.

---

4. This Amendment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party; provided that a facsimile or e-mail signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or e-mail signature, as applicable.

*[Remainder of Page Left Blank Intentionally]*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**YAN TANG**

/s/ Yan Tang

---

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**MATRIX PARTNERS CHINA II  
HONG KONG LIMITED**

By: /s/ BARROWS Timothy Allan  
Name: BARROWS Timothy Allan  
Title: Director

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**SEQUOIA CAPITAL CHINA  
INVESTMENT MANAGEMENT L.P.**

By: /s/ Kui Zhou  
Name: Kui Zhou  
Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*



---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**HUATAI RUILIAN FUND  
MANAGEMENT CO., LTD.**

By: /s/ Han Chu  
Name: Han Chu  
Title: Managing Director

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**ALIBABA INVESTMENT LIMITED**

By: /s/ Timothy A. Steinert \_\_\_\_\_

Name: Timothy A. Steinert

Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

---

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first written above.

**RICH MOON LIMITED**

By: /s/ Xin Huang  
Name: Xin Huang  
Title: Authorized Signatory

*[Signature Page to Amendment No. 1 to the Consortium Agreement]*

**ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT (this "Agreement") is entered into on April 5, 2016

BY:

Alibaba Investment Limited, a limited liability company organized and existing under the laws of the British Virgin Islands with its registered address at Trident Chambers, P.O. Box 146 Road Town, Tortola, British Virgin Islands (the "New Member").

**RECITALS:**

(A) On July 6, 2015, the parties listed on Annex A to this Agreement (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to Momo Inc. (the "Target"), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "NASDAQ"), pursuant to which the Target would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

**THIS AGREEMENT WITNESSES** as follows:

Defined Terms And Construction

Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

Undertakings

Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

## Representations And Warranties

The New Member represents and warrants to each of the other Parties as follows:

(1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

(2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

(3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

(4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

(5) Reliance

Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) and have been induced by them to enter into this Agreement.

## Notice

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or electronic mail, shall be deemed received upon confirmation of delivery.

### Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

### Dispute Resolution.

Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6(a). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6(a) in any way.

Specific Performance.

Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

*[Signature page follows.]*





**ANNEX A (ADHERENCE AGREEMENT)**  
**EXISTING MEMBERS**

Mr. Yan Tang

Matrix Partners China II Hong Kong Limited

Sequoia Capital China Investment Management L.P.

Huatai Ruilian Fund Management Co., Ltd.

**SCHEDULE A (ADHERENCE AGREEMENT)**  
**SHARES HELD OF RECORD**

New Member	Shares Held Record			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADs	
Alibaba Investment Limited	76,269,140	—	740,000	—

**ADHERENCE AGREEMENT**

THIS ADHERENCE AGREEMENT (this "Agreement") is entered into on April 5, 2016.

BY:

Rich Moon Limited, a limited liability company organized and existing under the laws of Cayman Islands with its registered address at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005 (the "New Member").

**RECITALS:**

(A) On July 6, 2015, the parties listed on Annex A to this Agreement (the "Existing Members") entered into a consortium agreement (the "Consortium Agreement") and proposed to undertake an acquisition transaction (the "Transaction") with respect to Momo Inc. (the "Target"), a company incorporated under the laws of the Cayman Islands and listed on the NASDAQ Global Select Market (the "NASDAQ"), pursuant to which the Target would be delisted from the NASDAQ and deregistered under the United States Securities Exchange Act of 1934, as amended.

(B) Additional members may be admitted to the Consortium pursuant to Section 1.02 of the Consortium Agreement.

(C) The New Member now wishes to participate in the Transaction contemplated under the Consortium Agreement, to sign this Agreement, and to be bound by the terms of the Consortium Agreement as a Party thereto.

**THIS AGREEMENT WITNESSES** as follows:

Defined Terms And Construction

Capitalized terms used but not defined herein shall have the meaning set forth in the Consortium Agreement.

This Agreement shall be incorporated into the Consortium Agreement as if expressly incorporated into the Consortium Agreement.

Undertakings

Assumption of obligations

The New Member undertakes to each other Party to this Agreement that it will, with effect from the date hereof, perform and comply with each of the obligations of a Party as if it had been a Party to the Consortium Agreement at the date of execution thereof and the Existing Members agree that where there is a reference to a "Party" it shall be deemed to include a reference to the New Member and with effect from the date hereof, all the rights of a Party provided under the Consortium Agreement will be accorded to the New Member as if the New Member had been a Party under the Consortium Agreement at the date of execution thereof.

## Representations And Warranties

The New Member represents and warrants to each of the other Parties as follows:

(1) Status

It is a company duly organized, established and validly existing under the laws of the jurisdiction stated in preamble 1 of this Agreement and has all requisite power and authority to own, lease and operate its assets and to conduct the business which it conducts.

(2) Due Authorization

It has full power and authority to execute and deliver this Agreement and the execution, delivery and performance of this Agreement by the New Member has been duly authorized by all necessary action on behalf of the New Member.

(3) Legal, Valid and Binding Obligation

This Agreement has been duly executed and delivered by the New Member and constitutes the legal, valid and binding obligation of the New Member, enforceable against it in accordance with the terms hereof.

(4) Ownership

As of the date of this Agreement, (i) the New Member holds (A) of record the number of outstanding Target Ordinary Shares set forth under the heading "Shares Held of Record" next to its name on Schedule A hereto (specifying the number held as ordinary shares and in the form of ADSs), free and clear of any encumbrances or restrictions, and (B) the other Securities set forth under the heading "Other Securities" next to its name on Schedule A hereto, in each case free and clear of any encumbrances or restrictions; (ii) the New Member has the sole right to control the voting and disposition of such Target Ordinary Shares (if any) and any other Securities (if any) held by it; and (iii) none of the New Member and its Affiliates owns, directly or indirectly, any Target Ordinary Shares or other Securities, other than as set forth on Schedule A hereto.

(5) Reliance

Each Party acknowledges that the other Parties have entered into this Agreement on the basis of and reliance upon (among other things) the representations and warranties in Sections 3(a)(1) to 3(a)(4) and have been induced by them to enter into this Agreement.

## Notice

Any notice, request, instruction or other document to be provided hereunder by any Party to another Party shall be in writing and delivered personally or sent by facsimile, overnight courier or electronic mail, to the address, facsimile number or electronic mail address provided under the Consortium Agreement, or to any other address, facsimile number or electronic mail address as a Party may hereafter specify for the purpose by notice to the other Parties hereto. All such notices, requests and other communications, (a) if hand delivered, shall be deemed received on the date of receipt by the recipient thereof if received prior to 6:00 p.m. on a Business Day in the place of receipt; otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt; (b) if posted by mail, it shall be treated as delivered five (5) days after posting; (c) if transmitted by facsimile or electronic mail, shall be deemed received upon confirmation of delivery.

### Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of New York.

### Dispute Resolution.

Any disputes, actions and proceedings against any Party or arising out of or in any way relating to this Agreement shall be submitted to the Hong Kong International Arbitration Centre (“HKIAC”) and resolved in accordance with the Arbitration Rules of HKIAC in force at the relevant time and as may be amended by this Section 6(a). The place of arbitration shall be Hong Kong. The official language of the arbitration shall be English and the tribunal shall consist of three arbitrators (each, an “Arbitrator”). The claimant(s), irrespective of number, shall nominate jointly one Arbitrator; the respondent(s), irrespective of number, shall nominate jointly one Arbitrator; and a third Arbitrator will be nominated jointly by the first two Arbitrators and shall serve as chairman of the tribunal. In the event the claimant(s) or respondent(s) or the first two Arbitrators shall fail to nominate or agree the joint nomination of an Arbitrator or the third Arbitrator within the time limits specified by the Rules, such Arbitrator shall be appointed promptly by the HKIAC. The tribunal shall have no authority to award punitive or other punitive-type damages. The award of the arbitration tribunal shall be final and binding upon the disputing parties. Any party to an award may apply to any court of competent jurisdiction for enforcement of such award and, for purposes of the enforcement of such award, the Parties irrevocably and unconditionally submit to the jurisdiction of any court of competent jurisdiction and waive any defenses to such enforcement based on lack of personal jurisdiction or inconvenient forum.

Notwithstanding the foregoing, the Parties hereby consent to and agree that in addition to any recourse to arbitration as set out in this Section 6, any Party may, to the extent permitted under the laws of the jurisdiction where application is made, seek an interim injunction from a court or other authority with competent jurisdiction and, notwithstanding that this Agreement is governed by the laws of the State of New York, a court or authority hearing an application for injunctive relief may apply the procedural law of the jurisdiction where the court or other authority is located in determining whether to grant the interim injunction. For the avoidance of doubt, this Section 6(b) is only applicable to the seeking of interim injunctions and does not restrict the application of Section 6(a) in any way.

Specific Performance.

Each Party acknowledges and agrees that the other Parties would be irreparably injured by a breach of this Agreement by it and that money damages alone are an inadequate remedy for actual or threatened breach of this Agreement. Accordingly, each Party shall be entitled to specific performance or injunctive or other equitable relief (without posting a bond or other security) to enforce or prevent any violations of any provision of this Agreement, in addition to all other rights and remedies available at law or in equity to such Party, including the right to claim money damages for breach of any provision of this Agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the New Member has caused this Agreement to be duly executed by its respective authorized officers as of the day and year first above written.

**Rich Moon Limited**

By: /s/ Xin Huang  
Name: Xin Huang  
Position: Authorized Signatory

Notice details

Address:  
Email:  
Facsimile:

**ANNEX A (ADHERENCE AGREEMENT)**  
**EXISTING MEMBERS**

Mr. Yan Tang

Matrix Partners China II Hong Kong Limited

Sequoia Capital China Investment Management L.P.

Huatai Ruilian Fund Management Co., Ltd.



**SCHEDULE A (ADHERENCE AGREEMENT)**  
**SHARES HELD OF RECORD**

New Member	Shares Held Record			Other Securities
	Target Class A Ordinary Shares	Target Class B Ordinary Shares	ADSs	
Rich Moon Limited	18,570,966			

**JOINT FILING AGREEMENT**

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, each of the undersigned hereby agrees to the joint filing on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Class A ordinary shares of Momo Inc., including Class A ordinary shares represented by American depositary shares, and that this Agreement be included as an Exhibit to such joint filing. Each of the undersigned acknowledges that each shall be responsible for the timely filing of any statement (including amendments) on Schedule 13D, and for the completeness and accuracy of the information concerning him or it contained therein, but shall not be responsible for the completeness and accuracy of the information concerning the other persons making such filings, except to the extent that he or it knows or has reason to believe that such information is inaccurate.

Date: April 6, 2016

---

Date: April 6, 2016

**Yan Tang**

By: /s/ Yan Tang

**Sichuan Zhang**

By: /s/ Sichuan Zhang

**Gallant Future Holdings Limited**

By: /s/ Yan Tang

Name: Yan Tang  
Title: Director

**Matrix Partners China II Hong Kong Limited**

By: Matrix Partners China II, L.P.

By: Matrix China Management II, L.P.

By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao

Name: Yibo Shao  
Title: Director

**Matrix Partners China II, L.P.**

By: Matrix China Management II, L.P.

By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao

Name: Yibo Shao  
Title: Director

**Matrix Partners China II-A, L.P.**

By: Matrix China Management II, L.P.

By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao

Name: Yibo Shao  
Title: Director

**Matrix China Management II, L.P.**

By: Matrix China II GP GP, Ltd.

By: /s/ Yibo Shao

Name: Yibo Shao  
Title: Director

**Matrix China II GP GP, Ltd.**

By: /s/ Yibo Shao

Name: Yibo Shao  
Title: Director

**Yibo Shao**

By: /s/ Yibo Shao

---

**Rich Moon Limited**

By: /s/ Xin Huang  
Name: Xin Huang  
Title: Authorized Signatory

**Yunfeng Fund II, L.P.**

By: /s/ Feng Yu  
Name: Feng Yu  
Title: Authorized Signatory

**Yunfeng Moon Co-invest, L.P.**

By: /s/ Xin Huang  
Name: Xin Huang  
Title: Authorized Signatory

**Yunfeng Investment II, L.P.**

By: /s/ Feng Yu  
Name: Feng Yu  
Title: Authorized Signatory

**Yunfeng Moon Co-Invest GP, Ltd.**

By: /s/ Xin Huang  
Name: Xin Huang  
Title: Authorized Signatory

**Yunfeng Investment GP II, Ltd.**

By: /s/ Feng Yu  
Name: Feng Yu  
Title: Authorized Signatory

**Feng Yu**

By: /s/ Feng Yu