

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

SCHEDULE 13D

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)

**Timothy A. Steinert, Esq.  
Alibaba Group Holding Limited  
c/o Alibaba Group Services Limited  
26/F Tower One, Times Square  
1 Matheson Street, Causeway Bay  
Hong Kong  
Tel: +852.2215.5100**

With a copy to:

**Kathryn King Sudol, Esq.  
Simpson Thacher & Bartlett  
ICBC Tower – 35th Floor  
3 Garden Road, Central  
Hong Kong  
Tel: +852.2514.7600**

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

**August 18, 2016**

(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.

\* 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.

\*\* 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

1. Name of Reporting Person  
Alibaba Investment Limited

2. Check the Appropriate Box if a Member of a Group

(a)

3. SEC Use Only

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4. Source of Funds  
Not applicable

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
British Virgin Islands

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7. Sole Voting Power  
77,749,140 Class A Ordinary Shares (1)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
0

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9. Sole Dispositive Power  
77,749,140 Class A Ordinary Shares (1)

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10. Shared Dispositive Power  
0

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11. Aggregate Amount Beneficially Owned by Each Reporting Person  
77,749,140 Class A Ordinary Shares (1)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

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13. Percent of Class Represented by Amount in Row (11)  
27.0% of Class A Ordinary Shares issued and outstanding (2) (representing 6.2% of the voting power of the total issued and outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) (3)

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14. Type of Reporting Person  
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(1) The Reporting Persons are deemed to beneficially own 77,749,140 Class A Ordinary Shares based on beneficial ownership of 76,269,140 Class A Ordinary Shares and 740,000 American depositary shares (the "ADSs"), representing 1,480,000 Class A Ordinary Shares.

(2) Based on an aggregate of 385,307,903 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of June 30, 2016, as disclosed in the Issuer's current report on Form 6-K filed with the Securities and Exchange Commission on August 17, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on April 6, 2016.

(3) Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

1. Name of Reporting Person  
Alibaba Group Holding Limited

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2. Check the Appropriate Box if a Member of a Group

(a)

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(b)

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3. SEC Use Only

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4. Source of Funds  
Not applicable

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5. Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e)

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6. Citizenship or Place of Organization  
Cayman Islands

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7. Sole Voting Power  
77,749,140 Class A Ordinary Shares (1)

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Number of  
Shares  
Beneficially  
Owned by  
Each  
Reporting  
Person With

8. Shared Voting Power  
0

---

9. Sole Dispositive Power  
77,749,140 Class A Ordinary Shares (1)

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10. Shared Dispositive Power  
0

---

11. Aggregate Amount Beneficially Owned by Each Reporting Person  
77,749,140 Class A Ordinary Shares (1)

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12. Check if the Aggregate Amount in Row (11) Excludes Certain Shares

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13. Percent of Class Represented by Amount in Row (11)  
27.0% of Class A Ordinary Shares issued and outstanding (2) (representing 6.2% of the voting power of the total issued and outstanding Ordinary Shares (including Class A and Class B Ordinary Shares) (3))

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- (1) The Reporting Persons are deemed to beneficially own 77,749,140 Class A Ordinary Shares based on beneficial ownership of 76,269,140 Class A Ordinary Shares and 740,000 American depositary shares (the “ADSs”), representing 1,480,000 Class A Ordinary Shares.
- (2) Based on an aggregate of 385,307,903 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of June 30, 2016, as disclosed in the Issuer’s current report on Form 6-K filed with the Securities and Exchange Commission on August 17, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on April 6, 2016.
- (3) Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

### **Introductory Note**

This Amendment No. 1 to Schedule 13D (this “Amendment No. 1”) hereby amends and supplements the statement on Schedule 13D filed with the U.S. Securities and Exchange Commission on April 7, 2016 (the “Original Schedule 13D”) on behalf of the Reporting Persons, with respect to the Class A Ordinary Shares of Momo Inc., a Cayman Islands company (the “Issuer”), including certain Class A Ordinary Shares represented by ADSs. Except as amended or supplemented herein, the information set forth in the Original Schedule 13D remains unchanged, and capitalized terms used but not defined herein have the meanings assigned thereto in the Original Schedule 13D. The agreement among the Reporting Persons relating to the joint filing of this Amendment No. 1 is incorporated hereto as Exhibit 99.1.

### **Item 2. Identity and Background**

Schedules A-1 and A-2 of the Original Schedule 13D are hereby amended and replaced in their entirety by Schedules A-1 and A-2 hereof.

### **Item 3. Source and Amount of Funds or Other Consideration**

Item 3 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

As described in Item 4 below, pursuant to the Proposal Withdrawal Notice (as defined in Item 4 below) and the Termination Agreement (as defined in Item 4 below), on August 18, 2016, the Buyer Group withdrew the Proposal and terminated the Consortium Agreement, as amended by the Amendment to the Consortium Agreement and supplemented by the AIL Adherence Agreement and Yunfeng Adherence Agreement (the “Amended Consortium Agreement”).

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

Item 4 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

On August 18, 2016, the Buyer Group delivered a notice (the “Proposal Withdrawal Notice”) to the Special Committee of the Board of Directors of the Issuer which notified the Issuer that the Buyer Group was withdrawing the Proposal and terminating any further discussion with the Issuer regarding the Proposal, with immediate effect.

On August 18, 2016, each of the members of the Buyer Group entered into a Termination Agreement dated as of August 18, 2016 (the “Termination Agreement”) pursuant to which the Buyer Group terminated the Amended Consortium Agreement.

The descriptions of the Proposal Withdrawal Notice and the Termination Agreement in this Item 4 are qualified in their entirety by reference to the complete text of the Proposal Withdrawal Notice and the Termination Agreement, which have been filed as Exhibit 99.2 and Exhibit 99.3, respectively, to this Amendment No. 1 and are incorporated by reference in their entirety into this Item 4.

### **Item 5. Interests in Securities of the Issuer**

Item 5 of the Original Schedule 13D is hereby amended by replacing the first paragraph of Item 5(a) and (b) thereof in its entirety as follows:

(a)-(b) The responses of each Reporting Person to Rows (7) through (13) of the cover pages of this Amendment No. 1 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 an aggregate of 385,307,903 Ordinary Shares (including Class A and Class B Ordinary Shares) issued and outstanding as of June 30, 2016, as disclosed in the Company’s current report on Form 6-K filed with the Securities and Exchange Commission on August 17, 2016, including 96,886,370 Class B Ordinary Shares issued and outstanding, as disclosed in the Schedule 13D filed by Gallant Future Holdings Limited, among other persons, with the Securities and Exchange Commission on July 6, 2015. Each Class B Ordinary Share is entitled to 10 votes per share, and each Class A Ordinary Share is entitled to one vote per share.

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

Item 6 of the Original Schedule 13D is hereby amended and supplemented by adding the following at the end thereof:

The Proposal Withdrawal Notice and the Termination Agreement, which have been filed as Exhibit 99.2 and Exhibit 99.3, respectively, to this Amendment No. 1, are hereby incorporated by reference in their entirety into this Item 6.

#### Item 7. Material to Be Filed as Exhibits

Exhibit	Description
99.1	Joint Filing Agreement, dated April 7, 2016, by and between the Reporting Persons.*
99.2	Proposal Withdrawal Notice, dated August 18, 2016, addressed to the Special Committee of the Board of Directors of Momo Inc. by Mr. Yan Tang, Matrix Partners China II Hong Kong Limited, Sequoia Capital China Investment Management L.P., Huatai Ruilian Fund Management Co., Ltd., Alibaba Investment Limited and Rich Moon Limited.
99.3	Termination Agreement, dated as of August 18, 2016, by and among Mr. Yan Tang, Matrix Partners China II Hong Kong Limited, Sequoia Capital China Investment Management L.P., Huatai Ruilian Fund Management Co., Ltd., Alibaba Investment Limited and Rich Moon Limited.

\*Previously filed on April 7, 2016.

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#### SIGNATURES

After reasonable inquiry and to the best of each of the undersigned's knowledge and belief, each of the undersigned, severally and not jointly, certifies that the information set forth in this statement is true, complete and correct.

Dated: August 19, 2016

ALIBABA INVESTMENT LIMITED

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Director

ALIBABA GROUP HOLDING LIMITED

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Authorized Signatory

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#### SCHEDULE A-1

##### Directors and Executive Officers of Alibaba Investment Limited

The following table sets forth the names and present principal occupation of each director of Alibaba Investment Limited ("AIL"). Unless otherwise noted, the business address for each person listed below is c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. AIL does not have any executive officers.

Name/Citizenship	Present Principal Occupation
Timothy Alexander STEINERT, United States	General Counsel and Secretary of AGHL
YIP Pak Tung, Jason, Hong Kong	Senior Director of Finance of AGHL
WU Wei (aka Maggie), People's Republic of China	Chief Financial Officer of AGHL

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#### SCHEDULE A-2

##### Directors and Executive Officers of Alibaba Group Holding Limited

The following table sets forth the names, business addresses and present principal occupation of each director and executive officer of AGHL. Unless otherwise noted, the business address for each director listed below is c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong. Unless otherwise noted, the business address for each executive officer listed below is 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013, People's Republic of China.

<b>Name/Citizenship</b>	<b>Present Principal Occupation</b>
Jack Yun MA, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Executive Chairman of AGHL
Joseph C. TSAI, Canada	Executive Vice Chairman of AGHL
Jonathan Zhaoxi LU, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Vice Chairman of AGHL
Daniel Yong ZHANG, People's Republic of China 969 West Wen Yi Road, Yu Hang District, Hangzhou 310013 People's Republic of China	Director and Chief Executive Officer of AGHL
J. Michael EVANS, Canada	Director and President of AGHL
Masayoshi SON, Japan c/o SOFTBANK CORP. 1-9-1 Higashi-shimbashi Minato-ku, Tokyo, 105-7303 Japan	Director of AGHL; Chairman and Chief Executive Officer of SoftBank Group Corp.
Chee Hwa TUNG, Hong Kong	Independent Director of AGHL; Vice Chairman of the Twelfth National Committee of the Chinese People's Political Consultative Conference of the PRC
Walter Teh Ming KWAUK, Canada	Independent Director of AGHL; Senior Consultant of Motorola Solutions (China) Co., Ltd.
Jerry YANG, United States	Independent Director of AGHL; Founding Partner of AME Cloud Ventures
Börje E. EKHOLM, United States and Switzerland	Independent Director of AGHL; Head of Patricia Industries Division of Investor AB
Wan Ling Martello, United States	Independent Director of AGHL; Executive Vice President of Nestlé S.A.
WU Maggie Wei, People's Republic of China c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong	Chief Financial Officer of AGHL
Jane Fang JIANG, People's Republic of China	Chief People Officer of AGHL
Jeff Jianfeng ZHANG, People's Republic of China	Chief Technology Officer of AGHL
Zhenfei LIU, People's Republic of China	Chief Risk Officer of AGHL
Trudy Shan DAI, People's Republic of China	Chief Customer Officer of AGHL
Timothy Alexander STEINERT, United States c/o Alibaba Group Services Limited, 26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong	General Counsel and Secretary of AGHL
Jianhang JIN, People's Republic of China	President of AGHL
Chris Pen-hung TUNG, Republic of China	Chief Marketing Officer of AGHL
Yongfu YU, People's Republic of China	President of Mobile Internet and Alimama Division of AGHL
Simon Xiaoming HU, People's Republic of China	President of Alibaba Cloud Computing Division of AGHL
Sophie Minzhi WU, People's Republic of China	President of Wholesale Marketplaces Division of AGHL
Jessie Junfang ZHENG, People's Republic of China	Chief Platform Governance Officer and Deputy Chief Financial Officer of AGHL

August 18, 2016

Special Committee of the Board of Directors  
Momo Inc. (the "Company")  
20th Floor, Block B  
Tower 2, Wangjing SOHO  
No.1 Futongdong Street  
Chaoyang District, Beijing 100102  
People's Republic of China

Dear Sirs:

Reference is made to the letter dated June 23, 2015 from Mr. Yan Tang ("Mr. Tang"), co-founder, chairman and chief executive officer of the Company, Matrix Partners China II Hong Kong Limited ("Matrix"), Sequoia Capital China Investment Management L.P. ("Sequoia") and Huatai Ruilian Fund Management Co., Ltd. ("Huatai Ruilian", and together with Mr. Tang, Matrix and Sequoia, the "Original Buyer Group"), to you setting forth the preliminary non-binding proposal (the "Proposal") to acquire all outstanding ordinary shares (the "Shares") of the Company not owned by the Original Buyer Group in a going-private transaction. Each of Alibaba Investment Limited ("Alibaba") and Rich Moon Limited ("Yunfeng") joined the Original Buyer Group on April 6, 2016. Alibaba, Rich Moon and the Original Buyer Group, collectively, is referred to in this withdrawal notice as the "Buyer Group."

The Buyer Group is hereby withdrawing the Proposal to the Company and will terminate any further discussion with you regarding the Proposal, with immediate effect. Please note that members of the Buyer Group have entered into a termination agreement to terminate the consortium agreement dated July 6, 2015 among members of the Buyer Group, as amended, with immediate effect.

Should you have any questions regarding this withdrawal notice, please do not hesitate to contact Yan Tang at tang.yan@immomo.com at any time.

Sincerely yours,

Yan Tang

/s/ Yan Tang

Matrix Partners China II Hong Kong Limited

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

Sequoia Capital China Investment Management L.P.

By: /s/ Nan Peng Shen  
Name: Nan Peng Shen  
Title: Founding and Managing Partner

Huatai Ruilian Fund Management Co., Ltd.

By: /s/ Zhijie Chen  
Name: Zhijie Chen  
Title: Authorized Signatory

Alibaba Investment Limited

By: /s/ Timothy A. Steinert  
Name: Timothy A. Steinert  
Title: Authorized Signatory

Rich Moon Limited

By: /s/ Huang Xin  
Name: Huang Xin  
Title: Director





## TERMINATION AGREEMENT

This TERMINATION AGREEMENT (this "Termination Agreement"), is dated as of August 18, 2016 and is entered into 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"), (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"). Each of Mr. Tang, Matrix, Sequoia, Huatai Ruilian, Alibaba and Yunfeng is referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Consortium Agreement (as defined below).

### RECITALS

WHEREAS, the Parties are parties to that certain Consortium Agreement, dated as of July 6, 2015, as amended on April 5, 2016 (the "Consortium Agreement");

WHEREAS, pursuant to Section 6.01(c) of the Consortium Agreement, the Parties are permitted to terminate the Consortium Agreement at any time upon the mutual written agreement of the Parties; and

WHEREAS, the Parties desire to terminate the Consortium Agreement in its entirety on the date hereof.

NOW, THEREFORE, the Parties agree as follows:

1. Termination of the Consortium Agreement. Subject to Section 6.02(b) of the Consortium Agreement, the Consortium Agreement is hereby unconditionally and irrevocably terminated in its entirety (and notwithstanding Section 6.02(b) of the Consortium Agreement, including Article V (*Exclusivity*) thereof) pursuant to Section 6.01(c) of the Consortium Agreement and is of no further force or effect, effective as of the date of this Agreement. The Parties hereby agree and acknowledge that no breach of the Consortium Agreement by any Party occurred prior to the date of this Agreement.

2. Governing Law. This Termination Agreement and all matters arising out of or relating to this Termination Agreement shall be governed by and construed in accordance with the substantive laws of the Hong Kong Special Administrative Region, without reference to conflict of laws principles.

3. No Modification. No provision in this Termination Agreement can be waived, modified or amended except by written consent of the Parties.

4. Counterparts; Entire Agreement. This Termination Agreement may be signed and delivered by facsimile or portable document format via electronic mail and in one or more counterparts, each of which shall be deemed an original but all of which shall be deemed to constitute a single instrument. This Termination Agreement sets forth the entire agreement

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and understanding among the Parties with respect to the subject matter hereof and supersedes all prior agreements, discussions or documents relating thereto.

5. Successors. This Termination Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

[Signatures to Follow on the Next Page]

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IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date and year first written above.

Yan Tang

/s/ Yan Tang

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Matrix Partners China II Hong Kong Limited

By: /s/ Yibo Shao

Name: Yibo Shao

Title: Director

Sequoia Capital China Investment Management L.P.

By: /s/ Nan Peng Shen

Name: Nan Peng Shen

Title: Founding and Managing Partner

Huatai Ruilian Fund Management Co., Ltd.

By: /s/ Zhijie Chen

Name: Zhijie Chen

Title: Authorized Signatory

Alibaba Investment Limited

By: /s/ Timothy A. Steinert

Name: Timothy A. Steinert

Title: Authorized Signatory

Rich Moon Limited

By: /s/ Huang Xin

Name: Huang Xin

Title: Director

*[Signature Page to Termination Agreement]*

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