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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, DC 20549

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**SCHEDULE 13D/A**

**Under the Securities Exchange Act of 1934  
(Amendment No. 8)  
[Rule 13d-101]**

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**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO § 240.13d-1(a)  
AND AMENDMENTS THERETO FILED PURSUANT TO § 240.13d-2(a)**

**REATA PHARMACEUTICALS, INC.**

(Name of Issuer)

**CLASS A COMMON STOCK, \$.001 PAR VALUE**  
(Title of Class of Securities)

**75615P 103**  
(CUSIP Number)

**WILLIAME. ROSE  
C/O CARDINAL INVESTMENT COMPANY, INC.  
3963 MAPLE AVENUE, SUITE 200  
DALLAS, TEXAS 75219  
(214) 871-6809**

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

**July 27, 2018**  
(Date of Event Which Requires Filing of this Statement)

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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.

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**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.

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

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

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1	NAMES OF REPORTING PERSONS  William E. Rose	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  PF, AF	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  160,102 (a)
	8	SHARED VOTING POWER  993,227 (b)(c)(d)(e)
	9	SOLE DISPOSITIVE POWER  160,102 (a)
	10	SHARED DISPOSITIVE POWER  993,227 (b)(c)(d)(e)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  3,194,724 (a)(b)(c)(d)(e)(f)(g)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  12.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  IN	

- (a) Includes (i) 11,618 shares of Class A common stock, par value \$0.001 per share ("Class A Common Stock") of Reata Pharmaceuticals, Inc. ("Reata"); (ii) 129,308 shares of Class B common stock, par value \$0.001 per share ("Class B Common Stock") of Reata, and (iii) 19,176 shares of Class B Common Stock issuable pursuant to stock options exercisable within 60 days of the date hereof, which Class B Common Stock may be converted at any time into Class A Common Stock, each held directly by William E. Rose ("Mr. Rose") over which he exercises sole voting and dispositive power.

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- (b) Includes 180,909 shares of Class A Common Stock which Mr. Rose may be deemed to beneficially own through Montrose Investments I, L.P. (“Montrose L.P.”) as the sole member and sole manager of Montrose Investments GP, LLC (“Montrose GP”).
  - (c) Includes (i) 20 shares of Class A Common Stock and (ii) 215 shares of Class B Common Stock held by the Charles Henry Rose 2001 Trust over which Mr. Rose is co-trustee and over which he may be deemed to have shared voting and dispositive power with Catherine Marcus.
  - (d) Includes (i) 45 shares of Class A Common Stock and (ii) 492 shares of Class B Common Stock held by the John William Rose 2002 Trust over which Mr. Rose is co-trustee and over which he may be deemed to have shared voting and dispositive power with Catherine Marcus.
  - (e) Includes 811,546 shares of Class A Common Stock held by Puffin Partners, L.P. (“Puffin Partners”) which Mr. Rose may be deemed to beneficially own as a co-manager of Puffin GP, LLC (“Puffin GP”), the general partner of Puffin Partners. Mr. Rose and Charles E. Gale (“Mr. Gale”) are co-managers of Puffin GP and may be deemed to share voting and dispositive power over Puffin Partners.
  - (f) Includes (i) 7,886 shares of Class A Common Stock and (ii) 87,776 shares of Class B Common Stock held by the Evelyn P. Rose Fidelity SEP IRA (“Rose IRA”), which Mr. Rose may be deemed to beneficially own as a member of a stockholder group which includes Evelyn P. Rose (“Mrs. Rose”).
  - (g) Includes (i) 67,735 shares of Class A Common Stock and (ii) 1,877,998 shares of Class B Common Stock held by the Evelyn Potter Rose Survivor’s Trust (the “Survivor’s Trust”), which Mr. Rose may be deemed to beneficially own as a member of a stockholder group which includes the Survivor’s Trust.

1	NAMES OF REPORTING PERSONS  Evelyn P. Rose	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  2,041,395(a)(b)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  2,041,395(a)(b)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,041,395(a)(b)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  8.0%	
14	TYPE OF REPORTING PERSON (See Instructions)  IN	

- (a) Includes (i) 7,886 shares of Class A Common Stock and (ii) 87,776 shares of Class B Common Stock held by the Rose IRA for the benefit of Mrs. Rose.
- (b) Includes (i) 67,735 shares of Class A Common Stock and (ii) 1,877,998 of Class B Common Stock held directly by the Survivor's Trust for which Mrs. Rose and Mr. Gale serve as co-trustees and over which Mrs. Rose and Mr. Gale may be deemed to have shared voting and dispositive power.

1	NAMES OF REPORTING PERSONS  Evelyn P. Rose Fidelity SEP IRA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  95,662(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  95,662(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  95,662(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes (i) 7,886 shares of Class A Common Stock and (ii) 87,776 of Class B Common Stock held directly by the Rose IRA.

1	NAMES OF REPORTING PERSONS  Evelyn Potter Rose Survivor's Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  1,945,733(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  1,945,733(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  1,945,733(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  7.6%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes (i) 67,735 shares of Class A Common Stock and (ii) 1,877,998 of Class B Common Stock held directly by the Survivor's Trust, for which Mrs. Rose and Mr. Gale serve as co-trustees.

1	NAMES OF REPORTING PERSONS  Charles Henry Rose 2001 Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  235(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  235(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  235(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.001%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes (i) 20 shares of Class A Common Stock and (ii) 215 shares of Class B Common Stock held by the Charles Henry Rose 2001 Trust over which Mr. Rose is co-trustee and over which he may be deemed to have shared voting and dispositive power with Catherine Marcus.

1	NAMES OF REPORTING PERSONS  John William Rose 2002 Trust	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  537(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  537(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  537(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.002%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes (i) 45 shares of Class A Common Stock and (ii) 492 shares of Class B Common Stock held by the John William Rose 2002 Trust over which Mr. Rose is co-trustee and over which he may be deemed to have shared voting and dispositive powers with Catherine Marcus.



1	NAMES OF REPORTING PERSONS  Charles E. Gale	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  PF, OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  United States	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  29,386 (a)
	8	SHARED VOTING POWER  2,757,621 (b)(c)(d)
	9	SOLE DISPOSITIVE POWER  29,386 (a)
	10	SHARED DISPOSITIVE POWER  2,757,621 (b)(c)(d)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  2,787,007(a)(b)(c)(d)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  10.9%	
14	TYPE OF REPORTING PERSON (See Instructions)  IN	

- (a) Includes (i) 13,517 shares of Class A Common Stock and (ii) 15,869 shares of Class B Common Stock held directly by Mr. Gale over which he exercises sole voting and dispositive power.
- (b) Includes (i) 67,735 shares of Class A Common Stock and (ii) 1,877,998 shares of Class B Common Stock held by the Survivor's Trust, for which Mrs. Rose and Mr. Gale serve as co-trustees and over which Mr. Gale may be deemed to have shared voting and dispositive power.

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- (c) Includes (i) 811,546 shares of Class A Common Stock held by Puffin Partners, which Mr. Gale may be deemed to beneficially own as a co-manager of Puffin GP, the general partner of Puffin Partners, Mr. Gale and Mr. Rose serve as co-managers of Puffin GP and may be deemed to share voting and dispositive power over the shares held by Puffin Partners.
  - (d) Includes (i) 29 shares of Class A Common Stock and (ii) 313 shares of Class B Common Stock held by the Charles E. Gale Fidelity Rollover IRA (“Gale IRA”) for the benefit of Mr. Gale.

1	NAMES OF REPORTING PERSONS  Charles E. Gale Fidelity Rollover IRA	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  342(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  342(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  342(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.001%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes (i) 29 shares of Class A Common Stock and (ii) 313 shares of Class B Common Stock held in the Gale IRA for the benefit of Mr. Gale.

1	NAMES OF REPORTING PERSONS  Puffin Partners, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  811,546(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  811,546(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  811,546(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

(a) Includes 811,546 shares of Class A Common Stock directly held by Puffin Partners, L.P.

1	NAMES OF REPORTING PERSONS  Puffin GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  811,546(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  811,546(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  811,546(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  3.4%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes 811,546 shares of Class A Common Stock held by Puffin Partners that Puffin GP is deemed to beneficially own as the general partner of Puffin Partners.

1	NAMES OF REPORTING PERSONS  Montrose Investments I, L.P.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  WC	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  180,909(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  180,909(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  180,909(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.8%	
14	TYPE OF REPORTING PERSON (See Instructions)  PN	

(a) Includes 180,909 shares of Class A Common Stock directly held by Montrose LP.

1	NAMES OF REPORTING PERSONS  Montrose Investments GP, LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (see instructions) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (see instructions)  OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e)  <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION  Texas	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER  0
	8	SHARED VOTING POWER  180,909(a)
	9	SOLE DISPOSITIVE POWER  0
	10	SHARED DISPOSITIVE POWER  180,909(a)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  180,909(a)	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (see instructions)  <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  0.8%	
14	TYPE OF REPORTING PERSON (See Instructions)  OO	

(a) Includes 180,909 shares of Class A Common Stock held by Montrose LP, which Montrose GP is deemed to beneficially own as the general partner of Montrose LP.

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This Amendment No. 8 to Schedule 13D (this “Amendment”) relates to the Class A common stock, par value \$0.001 per share (the “Class A Common Stock”), of Reata Pharmaceuticals, Inc., a Delaware corporation (the “Issuer”) and amends and supplements the statement on Schedule 13D originally filed by Mr. Rose on June 6, 2016, as amended by that certain Amendment No. 1 to Schedule 13D filed on August 19, 2016, as amended by that certain Amendment No. 2 to Schedule 13D filed on December 7, 2016, as amended by that certain Amendment No. 3 to Schedule 13D filed on January 3, 2017, as amended by that certain Amendment No. 4 to Schedule 13D filed on March 3, 2017, as amended by that certain Amendment No. 5 to Schedule 13D filed on July 12, 2017, as amended by that certain Amendment No. 6 to Schedule 13D filed on August 2, 2017, as amended by that certain Amendment No. 7 to Schedule 13D filed on December 8, 2017 (as amended, the “Prior Schedule 13D”). Except as otherwise specified in this Amendment, all items left blank remain unchanged in all material respects and any items that are reported are deemed to amend and restate the corresponding items in the Prior Schedule 13D. Unless otherwise indicated, all capitalized terms used herein but not defined herein shall have the same meanings ascribed to them in the Prior Schedule 13D.

**ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.**

Item 3 of the Prior Schedule 13D is hereby amended and supplemented by adding the following:

As of July 27, 2018, certain stock options previously granted to Mr. Rose pursuant to the Issuer’s Amended and Restated 2007 Long Term Incentive Plan (the “2007 LTIP”) representing, upon their exercise, the right to acquire a total of 19,176 shares of Class B Common Stock, are exercisable within 60 days of the date hereof. These stock options were granted to Mr. Rose, in connection with his service on the Board of Directors of the Issuer.

**ITEM 4. PURPOSE OF TRANSACTION.**

Item 4 of the Prior Schedule 13D is hereby amended and supplemented by adding the following:

On July 27, 2018, the Issuer reported that it had closed the sale of a total of 3,450,000 shares of its Class A Common Stock pursuant to an underwriting agreement, resulting in a total of 23,710,390 shares of Class A Common Stock issued and outstanding. As a result of that closing, the percentage ownership of the Class A Common Stock beneficially owned by certain of the Reporting Persons has decreased by an amount equal to or greater than 1%.

**ITEM 5. INTEREST IN SECURITIES OF ISSUER.**

Item 5 of the Prior Schedule 13D is hereby amended and restated as follows:

The information set forth in Item 2, Item 3 and Item 6 is hereby incorporated by reference in its entirety.

- (a) (1) Mr. Rose may be deemed to beneficially own 3,194,724 shares of Class A Common Stock, representing approximately 12.4% of the outstanding shares of Class A Common Stock.
- (2) The Survivor’s Trust may be deemed to beneficially own 1,945,733 shares of Class A Common Stock, representing approximately 7.6% of the outstanding shares of Class A Common Stock.



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- (3) Mrs. Rose may be deemed to beneficially own 2,041,395 shares of Class A Common Stock, representing approximately 8.0% of the outstanding shares of Class A Common Stock.
  - (4) The Rose IRA may be deemed to beneficially own 95,662 shares of Class A Common Stock, representing approximately 0.4% of the outstanding shares of Class A Common Stock.
  - (5) The 2001 Trust may be deemed to beneficially own 235 shares of Class A Common Stock, representing approximately 0.001% of the outstanding shares of Class A Common Stock.
  - (6) The 2002 Trust may be deemed to beneficially own 537 shares of Class A Common Stock, representing approximately 0.002% of the outstanding shares of Class A Common Stock.
  - (7) Mr. Gale may be deemed to beneficially own 2,787,007 shares of Class A Common Stock, representing approximately 10.9% of the outstanding shares of Class A Common Stock.
  - (8) The Gale IRA may be deemed to beneficially own 342 shares of Class A Common Stock, representing approximately 0.001% of the outstanding shares of Class A Common Stock.
  - (9) Puffin Partners may be deemed to beneficially own 811,546 shares of Class A Common Stock, representing approximately 3.4% of the outstanding shares of Class A Common Stock.
  - (10) Puffin GP may be deemed to beneficially own 811,546 shares of Class A Common Stock, representing approximately 3.4% of the outstanding shares of Class A Common Stock.
  - (11) Montrose LP may be deemed to beneficially own 180,909 shares of Class A Common Stock, representing approximately 0.8% of the outstanding shares of Class A Common Stock.
  - (12) Montrose GP may be deemed to beneficially own 180,909 share of Class A Common Stock, representing approximately 0.8% of the outstanding shares of Class A Common Stock.

(b) (1) Mr. Rose may be deemed to have sole voting power with respect to 160,102 shares of common stock (comprised of 11,618 shares of Class A Common Stock and 129,308 shares of Class B Common Stock and 19,176 shares of Class B common stock issuable pursuant to stock options exercisable within 60 days of the date hereof), shared voting power with respect to 993,227 shares of common stock (comprised of 992,520 shares of Class A Common Stock and 707 shares of Class B Common Stock), sole dispositive power with respect to 160,102 shares of common stock (comprised of 11,618 shares of Class A Common Stock and 129,308 shares of Class B Common Stock and 19,176 shares of Class B common stock issuable pursuant to stock options exercisable within 60 days of the date hereof), and shared dispositive power with respect to 993,227 shares of common stock (comprised of 992,520 shares of Class A Common Stock and 707 shares of Class B Common Stock).

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(2) The Survivor's Trust may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 1,945,733 shares of common stock (comprised of 67,735 shares of Class A Common Stock and 1,877,998 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 1,945,733 shares of common stock (comprised of 67,735 shares of Class A Common Stock and 1,877,998 shares of Class B Common Stock).

(3) Mrs. Rose may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 2,041,395 shares of common stock (comprised of 75,641 shares of Class A Common Stock and 1,965,774 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 2,041,395 shares of common stock (comprised of 75,886 shares of Class A Common Stock and 1,965,774 shares of Class B Common Stock).

(4) The Rose IRA may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 95,662 shares of common stock (comprised of 7,886 shares of Class A Common Stock and 87,776 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 95,662 shares of common stock (comprised 7,886 shares of Class A Common Stock and 87,776 shares of Class B Common Stock).

(5) The 2001 Trust may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 235 shares of common stock (comprised of 20 shares of Class A Common Stock and 215 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 235 shares of common stock (comprised of 20 shares of Class A Common Stock and 215 shares of Class B Common Stock).

(6) The 2002 Trust may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 537 shares of common stock (comprised of 45 shares of Class A Common Stock and 492 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared voting power with respect to 537 shares of common stock (comprised of 45 shares of Class A Common Stock and 492 shares of Class B Common Stock).

(7) Mr. Gale may be deemed to have sole voting power with respect to 29,386 shares of common stock (comprised of 13,517 shares of Class A Common Stock and 15,869 shares of Class B Common Stock), shared voting power with respect to 2,757,621 shares of common stock (comprised of 879,310 shares of Class A Common Stock and 1,878,311 shares of Class B Common Stock), sole dispositive power with respect to 29,386 shares of common stock (comprised of 13,517 shares of Class A Common Stock and 15,869 shares of Class B Common Stock), and shared dispositive power with respect to 2,757,621 shares of common stock (comprised of 879,310 shares of Class A Common Stock and 1,878,311 shares of Class B Common Stock).

(8) The Gale IRA may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 342 shares of common stock (comprised of 29 shares of Class A Common Stock and 313 shares of Class B Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 342 shares of common stock (comprised of 29 shares of Class A Common Stock and 313 shares of Class B Common Stock).

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(9) Puffin Partners may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 811,546 shares of common stock (comprised of 811,546 shares of Class A Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 811,546 shares of common stock (comprised of 811,546 shares of Class A Common Stock).

(10) Puffin GP may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 811,546 shares of common stock (comprised of 811,546 shares of Class A Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 811,546 shares of common stock (comprised of 811,546 shares of Class A Common Stock).

(11) Montrose LP may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 180,909 shares of common stock (comprised of 180,909 shares of Class A Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 180,909 shares of common stock (comprised of 180,909 shares of Class A Common Stock).

(12) Montrose GP may be deemed to have sole voting power with respect to 0 shares of common stock, shared voting power with respect to 180,909 shares of common stock (comprised of 180,909 shares of Class A Common Stock), sole dispositive power with respect to 0 shares of common stock, and shared dispositive power with respect to 180,909 shares of common stock (comprised of 180,909 shares of Class A Common Stock).

(c) The information provided in Item 4 above is hereby incorporated herein by reference.

(d) The right to receive dividends from, and proceeds from the sale of, the shares of Class A Common Stock and Class B Common Stock held of record and/or beneficially owned by Puffin Partners, Puffin GP, Montrose LP, and Montrose GP is governed by their respective limited partnership agreements and limited liability regulations, as applicable, of each of such entities, and such dividends or proceeds may be distributed with respect to numerous general and limited partnership or membership interests.

(e) Not applicable.

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

Item 6 of the Prior Schedule 13D is hereby amended and supplemented by adding the following:

In connection with the underwriting agreement described above, Mr. Rose and the Survivor's Trust each entered into a lock up agreement with the underwriters in the forms attached as Exhibits 7.4 and 7.5, each of which is incorporated herein by reference.

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**ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.**

Item 7 of the Prior Schedule 13D is hereby amended and restated in its entirety.

<b><u>Exhibit No.</u></b>	<b><u>Description</u></b>
7.1	Seventh Amended and Restated Registration Rights Agreement by and among the Issuer and certain of its stockholders, dated as of November 10, 2010 (incorporated by reference to Exhibit 4.3 of the Issuer's Registration Statement on Form S-1, File No. 333-208843).
7.2	Power of Attorney for Evelyn P. Rose, dated May 17, 2016 (incorporated by reference to Exhibit 24.1 of the Reporting Persons' Schedule 13D filed June 6, 2016, File No. 005-89517).
7.3	Power of Attorney for William E. Rose, dated May 17, 2016 (incorporated by reference to Exhibit 24.2 of the Reporting Persons' Schedule 13D filed June 6, 2016, File No. 005-89517).
7.4	Lock Up Agreement, between William E. Rose and Jefferies LLC, Leerink Partners LLC and Stifel, Nicolaus & Company, Incorporated, dated July 13, 2018.
7.5	Lock Up Agreement, between Evelyn Potter Rose Survivor's Trust and Jefferies LLC, Leerink Partners LLC and Stifel, Nicolaus & Company, Incorporated, dated July 13, 2018.
99.1	Joint Filing Agreement (incorporated by reference to Exhibit 99.1 of the Reporting Persons' Schedule 13D filed June 6, 2016, File No. 005-89517).

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

/s/ Charles E. Gale, Attorney-In-Fact  
William E. Rose

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

/s/ Charles E. Gale, Attorney-In-Fact  
Evelyn P. Rose

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**EVELYN P. ROSE FIDELITY SEP IRA**

/s/ Charles E. Gale

Charles E. Gale  
Attorney-In-Fact

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**EVELYN POTTER ROSE SURVIVOR'S TRUST**

/s/ Charles E. Gale

Charles E. Gale

Co-Trustee



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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**CHARLES HENRY ROSE 2001 TRUST**

/s/ Charles E. Gale, Attorney-In-Fact

William E. Rose  
Co-Trustee

Page 25 of 32 Pages

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**JOHN WILLIAM ROSE 2002 TRUST**

/s/ Charles E. Gale, Attorney-In-Fact

William E. Rose  
Co-Trustee

Page 26 of 32 Pages

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

/s/ Charles E. Gale  
Charles E. Gale

Page 27 of 32 Pages

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**CHARLES E. GALE FIDELITY ROLLOVER IRA**

/s/ Charles E. Gale  
Charles E. Gale

Page 28 of 32 Pages

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**PUFFIN PARTNERS, L.P.**  
By: PUFFIN GP, LLC

/s/ Charles E. Gale  
Charles E. Gale  
Co-Manager

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**PUFFIN GP, LLC**

/s/ Charles E. Gale

Charles E. Gale  
Co-Manager

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**MONTROSE INVESTMENTS I, L.P.**  
By: MONTROSE INVESTMENTS GP, LLC

/s/ Charles E. Gale, Attorney-In-Fact  
William E. Rose  
Sole Member

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**SIGNATURE**

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: July 30, 2018

**MONTROSE INVESTMENTS GP, LLC**

/s/ Charles E. Gale, Attorney-In-Fact

William E. Rose  
Sole Member



**Lock-Up Agreement**

Reata Pharmaceuticals, Inc.  
Public Offering of Common Stock

July 13, 2018

Jefferies LLC  
Leerink Partners LLC  
Stifel, Nicolaus & Company, Incorporated  
As Representatives of the several Underwriters,

c/o Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

c/o Leerink Partners LLC  
299 Park Avenue, 21st Floor  
New York, New York 10171

c/o Stifel, Nicolaus & Company, Incorporated  
787 7th Avenue, 11th Floor  
New York, New York 10019

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the “Underwriting Agreement”) between Reata Pharmaceuticals, Inc., a Delaware corporation (the “Company”), and Jefferies LLC, Leerink Partners LLC and Stifel, Nicolaus & Company, Incorporated (together, the “Representatives”) as representatives of a group of Underwriters named therein, relating to an underwritten public offering of Class A common stock, \$0.001 par value per share (the “Common Stock”), of the Company (the “Offering”).

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to, any shares of capital stock of the Company or any securities convertible into, or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, for a period from the date hereof to and including the date 90 days after the signing date of the Underwriting Agreement (the “Lock-Up Period”).

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The provisions of the immediately preceding paragraph shall not apply to or prohibit any of the following: (i) transfers, dispositions, or distributions of shares of capital stock of the Company by the undersigned (or any security convertible into or exercisable or exchangeable for shares of capital stock) (a) as a bona fide gift, (b) to limited partners, members, stockholders or trust beneficiaries of the undersigned or to any investment fund or other entity controlled or managed by the undersigned, (c) by will or other testamentary document or by intestacy, and (d) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for the purposes of this letter, "immediate family" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin) in a transaction not involving a disposition for value, *provided* that, in the case of any transfer, disposition or distribution pursuant to the above four subclauses, each donee, transferee or distributee shall sign and deliver a lock-up letter in the form of this letter, and with respect to (a), (b) and (d) above, no filing under Section 16(a) of the Exchange Act, or other public announcement, reporting a reduction in beneficial ownership of shares of capital stock of the Company, shall be required or shall be voluntarily made by the undersigned or any other person in connection therewith during the Lock-Up Period; (ii) the exercise of options to purchase shares of capital stock of the Company granted under any stock incentive plan or stock purchase plan described (including through incorporation by reference) in the prospectus filed in connection with the Offering, *provided* that the underlying shares issuable upon exercise thereof shall continue to be subject to the restrictions on transfer set forth in this letter; (iii) transfers of shares of capital stock of the Company to the Company in connection with the termination of the undersigned's employment with the Company; (iv) establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of capital stock of the Company, *provided* that such plan does not provide for the transfer of such capital stock during the Lock-Up Period and no filing under the Exchange Act or other public announcement shall be required or shall be voluntarily made by the undersigned or any other person in connection therewith during the Lock-Up Period; (v) transfers or dispositions of shares of Common Stock purchased on the open market following the Offering; (vi) transfers of shares of capital stock of the Company pursuant to a bona fide third-party tender offer for all outstanding shares of capital stock of the Company, merger, consolidation or other similar transaction made to all holders of the Company's capital stock involving a change of control of the Company that has been approved by the board of directors of the Company, *provided* that (a) the shares of capital stock of the Company held by the undersigned that are not transferred pursuant to such tender offer, merger, consolidation or other similar transaction shall remain subject to all of the restrictions set forth in this letter, (b) if such transaction is not completed, all shares of capital stock of the Company held by the undersigned shall remain subject to the provisions of this letter, and (c) for purposes of this paragraph, "change of control" shall mean the consummation of any bona fide third party tender offer for any and all of the Company's share capital or any merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% of the total voting power of the voting securities of the Company; or (v) any conversion of shares of one class of the Company's capital stock into shares of any class of the Company's capital stock pursuant to the conversion rights applicable to the class of shares being so converted.

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If any percentage of the shares of capital stock of the Company (or any security convertible into or exercisable or exchangeable for shares of such capital stock) held by any person or entity (other than the undersigned) that (1) is the holder of 2% or more of the outstanding shares of the Company's capital stock (calculated on a fully-diluted, post-Offering basis) or (2) is a director or officer of the Company, that is subject to a lock-up agreement related to the Offering similar in form to this Lock-Up Agreement is released from any restrictions set forth in such lock-up agreement during the Lock-Up Period, the same percentage of shares of capital stock and such other securities held by the undersigned shall be immediately and fully released on the same terms from the lock-up restrictions set forth herein (the "Pro-rata Release"); *provided, however*, that such Pro-rata Release shall not occur (a) unless and until the Representatives have first waived such restrictions with respect to an aggregate number of shares of capital stock and such other securities representing more than 2 % of the Company's total outstanding shares of Common Stock calculated as of immediately following the closing of the Offering and assuming conversion, exercise and exchange of all securities convertible into or exercisable or exchangeable for Common Stock, or (b) in the event of a release in connection with any underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of the Company's Common Stock during the Lock-Up Period (the "Underwritten Sale"); *provided, however*, that the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the undersigned's Common Stock or such other securities or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of securities, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale. In the event that the undersigned is released from any of its obligations under this letter or, by virtue of this letter, becomes entitled to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock (or any securities convertible into or exercisable or exchangeable for shares of such capital stock) prior to the date that is 90 days after the signing date of the Underwriting Agreement, the Representatives shall use their commercially reasonable efforts to notify the undersigned within three (3) business days; *provided* that the failure to give such notice shall not give rise to any claim or liability against the Representatives or the Underwriters.

If for any reason the Underwriting Agreement shall be signed and then terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated, and the agreement set forth above shall automatically terminate if the Underwriting Agreement has not been entered into between the Representatives and the Company prior to September 15, 2018.

[Signature page follows]

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Yours very truly,

/s/ William E. Rose

Name: William E. Rose

Capacity: Director

Address: 3963 Maple Avenue, Suite 200  
Dallas, Texas 75219

LOCK-UP AGREEMENT

**Lock-Up Agreement**

Reata Pharmaceuticals, Inc.  
Public Offering of Common Stock

July 13, 2018

Jefferies LLC  
Leerink Partners LLC  
Stifel, Nicolaus & Company, Incorporated  
As Representatives of the several Underwriters,

c/o Jefferies LLC  
520 Madison Avenue  
New York, New York 10022

c/o Leerink Partners LLC  
299 Park Avenue, 21st Floor  
New York, New York 10171

c/o Stifel, Nicolaus & Company, Incorporated  
787 7th Avenue, 11th Floor  
New York, New York 10019

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the “Underwriting Agreement”) between Reata Pharmaceuticals, Inc., a Delaware corporation (the “Company”), and Jefferies LLC, Leerink Partners LLC and Stifel, Nicolaus & Company, Incorporated (together, the “Representatives”) as representatives of a group of Underwriters named therein, relating to an underwritten public offering of Class A common stock, \$0.001 par value per share (the “Common Stock”), of the Company (the “Offering”).

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of the Representatives, offer, sell, contract to sell, pledge or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to, any shares of capital stock of the Company or any securities convertible into, or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, for a period from the date hereof to and including the date 90 days after the signing date of the Underwriting Agreement (the “Lock-Up Period”).

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The provisions of the immediately preceding paragraph shall not apply to or prohibit any of the following: (i) transfers, dispositions, or distributions of shares of capital stock of the Company by the undersigned (or any security convertible into or exercisable or exchangeable for shares of capital stock) (a) as a bona fide gift, (b) to limited partners, members, stockholders or trust beneficiaries of the undersigned or to any investment fund or other entity controlled or managed by the undersigned, (c) by will or other testamentary document or by intestacy, and (d) to any trust for the direct or indirect benefit of the undersigned or the immediate family of the undersigned (for the purposes of this letter, "immediate family" shall mean any relationship by blood, current or former marriage or adoption, not more remote than first cousin) in a transaction not involving a disposition for value, *provided* that, in the case of any transfer, disposition or distribution pursuant to the above four subclauses, each donee, transferee or distributee shall sign and deliver a lock-up letter in the form of this letter, and with respect to (a), (b) and (d) above, no filing under Section 16(a) of the Exchange Act, or other public announcement, reporting a reduction in beneficial ownership of shares of capital stock of the Company, shall be required or shall be voluntarily made by the undersigned or any other person in connection therewith during the Lock-Up Period; (ii) the exercise of options to purchase shares of capital stock of the Company granted under any stock incentive plan or stock purchase plan described (including through incorporation by reference) in the prospectus filed in connection with the Offering, *provided* that the underlying shares issuable upon exercise thereof shall continue to be subject to the restrictions on transfer set forth in this letter; (iii) transfers of shares of capital stock of the Company to the Company in connection with the termination of the undersigned's employment with the Company; (iv) establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of shares of capital stock of the Company, *provided* that such plan does not provide for the transfer of such capital stock during the Lock-Up Period and no filing under the Exchange Act or other public announcement shall be required or shall be voluntarily made by the undersigned or any other person in connection therewith during the Lock-Up Period; (v) transfers or dispositions of shares of Common Stock purchased on the open market following the Offering; (vi) transfers of shares of capital stock of the Company pursuant to a bona fide third-party tender offer for all outstanding shares of capital stock of the Company, merger, consolidation or other similar transaction made to all holders of the Company's capital stock involving a change of control of the Company that has been approved by the board of directors of the Company, *provided* that (a) the shares of capital stock of the Company held by the undersigned that are not transferred pursuant to such tender offer, merger, consolidation or other similar transaction shall remain subject to all of the restrictions set forth in this letter, (b) if such transaction is not completed, all shares of capital stock of the Company held by the undersigned shall remain subject to the provisions of this letter, and (c) for purposes of this paragraph, "change of control" shall mean the consummation of any bona fide third party tender offer for any and all of the Company's share capital or any merger, consolidation or other similar transaction the result of which is that any "person" (as defined in Section 13(d)(3) of the Exchange Act), or group of persons, other than the Company, becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 of the Exchange Act) of 50% of the total voting power of the voting securities of the Company; or (v) any conversion of shares of one class of the Company's capital stock into shares of any class of the Company's capital stock pursuant to the conversion rights applicable to the class of shares being so converted.

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If any percentage of the shares of capital stock of the Company (or any security convertible into or exercisable or exchangeable for shares of such capital stock) held by any person or entity (other than the undersigned) that (1) is the holder of 2% or more of the outstanding shares of the Company's capital stock (calculated on a fully-diluted, post-Offering basis) or (2) is a director or officer of the Company, that is subject to a lock-up agreement related to the Offering similar in form to this Lock-Up Agreement is released from any restrictions set forth in such lock-up agreement during the Lock-Up Period, the same percentage of shares of capital stock and such other securities held by the undersigned shall be immediately and fully released on the same terms from the lock-up restrictions set forth herein (the "Pro-rata Release"); *provided, however*, that such Pro-rata Release shall not occur (a) unless and until the Representatives have first waived such restrictions with respect to an aggregate number of shares of capital stock and such other securities representing more than 2 % of the Company's total outstanding shares of Common Stock calculated as of immediately following the closing of the Offering and assuming conversion, exercise and exchange of all securities convertible into or exercisable or exchangeable for Common Stock, or (b) in the event of a release in connection with any underwritten public offering, whether or not such offering or sale is wholly or partially a secondary offering of the Company's Common Stock during the Lock-Up Period (the "Underwritten Sale"); *provided, however*, that the undersigned, to the extent the undersigned has a contractual right to demand or require the registration of the undersigned's Common Stock or such other securities or otherwise "piggyback" on a registration statement filed by the Company for the offer and sale of securities, is offered the opportunity to participate on a basis consistent with such contractual rights in such Underwritten Sale. In the event that the undersigned is released from any of its obligations under this letter or, by virtue of this letter, becomes entitled to offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of capital stock (or any securities convertible into or exercisable or exchangeable for shares of such capital stock) prior to the date that is 90 days after the signing date of the Underwriting Agreement, the Representatives shall use their commercially reasonable efforts to notify the undersigned within three (3) business days; *provided* that the failure to give such notice shall not give rise to any claim or liability against the Representatives or the Underwriters.

If for any reason the Underwriting Agreement shall be signed and then terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated, and the agreement set forth above shall automatically terminate if the Underwriting Agreement has not been entered into between the Representatives and the Company prior to September 15, 2018.

[Signature page follows]

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Yours very truly,

**Evelyn Potter Rose Survivor's Trust**

/s/ Charles E. Gale

Name: Charles E. Gale

Capacity: Co-Trustee

Address: Cardinal Investment Company  
3963 Maple Avenue, Suite 200  
Dallas, Texas 75219

LOCK-UP AGREEMENT