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

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 4)
[Rule 13d-101]**

**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, \$0.001 PAR VALUE
(Title of Class of Securities)

75615P 103
(CUSIP Number)

**J. WARREN HUFF, PRESIDENT AND CHIEF EXECUTIVE OFFICER
REATA PHARMACEUTICALS, INC.
2801 GATEWAY DRIVE, SUITE 150
IRVING, TEXAS 75063
(972) 865-2219**

(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)

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.

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*).

1	NAMES OF REPORTING PERSONS J. Warren Huff	
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	
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 1,058,073 (a)
	8	SHARED VOTING POWER 38,400 (b)
	9	SOLE DISPOSITIVE POWER 1,058,073 (a)
	10	SHARED DISPOSITIVE POWER 38,400 (b)
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,096,473	
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) 4.5%	
14	TYPE OF REPORTING PERSON (See Instructions) IN	

- (a) Includes (i) 176,657 shares of Class A common stock, par value \$0.001 per share (“Class A Common Stock”) of Reata Pharmaceuticals, Inc. (“Reata”); (ii) 710,806 shares of Class B common stock, par value \$0.001 per share (“Class B Common Stock”) of Reata; and (iii) 170,610 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 such share of Class A and Class B Common Stock held directly by Mr. Huff and over which he exercises sole voting and dispositive power.
- (b) Includes (i) 3,166 shares of Class A Common Stock and (ii) 35,234 shares of Class B Common Stock held directly by The Huff 2010 Descendants’ Trust (the “Trust”), over which Mr. Huff may be deemed to exercise shared voting and dispositive power as a member of the Investment Committee of the Trust with his spouse.

ITEM 1. SECURITY AND ISSUER.

This Amendment No. 4 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 J. Warren Huff on May 25, 2016, as amended by that certain Amendment No. 1 to Schedule 13D filed on December 6, 2016, as amended by that certain Amendment No. 2 to Schedule 13D filed on March 3, 2017, as amended by that certain Amendment No. 3 to Schedule 13D filed on August 1, 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. As set forth in this Amendment, on July 27, 2018, Mr. Huff ceased to be the beneficial owner of more than five percent of the Class A Common Stock. The filing of this Amendment represents the final amendment to the Prior Schedule 13D and constitutes an exit filing for Mr. Huff.

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:

Certain stock options previously granted to Mr. Huff 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 170,610 shares of Class B Common Stock, have vested or will vest within the next 60

days. These stock options were granted to Mr. Huff, in connection with his service as the Issuer's Chief Executive Officer.

On December 12, 2017, Mr. Huff exercised previously vested employee stock options to purchase 10,000 shares of Class B Common Stock at an exercise price of \$11.00 per share. Mr. Huff made the purchase with personal funds.

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 of July 27, 2018. As a result of that closing, the percentage ownership of the Class A Common Stock beneficially owned by Mr. Huff 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) Mr. Huff may be deemed to beneficially own 1,096,473 shares of Class A Common Stock, representing approximately 4.5% of the outstanding shares of Class A Common Stock.
- (b) Mr. Huff may be deemed to have sole voting power with respect to 1,058,073 shares of common stock (comprised of 176,657 shares of Class A Common Stock, 710,806 shares of Class B Common Stock and 170,610 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 38,400 shares of common stock (comprised of 3,166 shares of Class A Common Stock and 35,234 shares of Class B Common Stock), sole dispositive power with respect to 1,058,073 shares of common stock (comprised of 176,657 shares of Class A Common Stock, 710,806 shares of Class B Common Stock and 170,610 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 38,400 shares of common stock (comprised of 3,166 shares of Class A Common Stock and 35,234 shares of Class B Common Stock).
- (c) The information provided in Item 4 above is hereby incorporated by reference.
- (d) Not applicable.
- (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 restated as follows:

In connection with the previously described underwriting agreement, Mr. Huff entered into a lock up agreement with the underwriters in the form attached as Exhibit 7.4, which is incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

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

**Exhibit
No.**

Description

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).
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<u>Exhibit No.</u>	<u>Description</u>
7.2	Amended and Restated Employment Agreement by and between the Issuer and J. Warren Huff, dated June 14, 2017 (incorporated by reference to Exhibit 10.2 of the Issuer's Registration Statement on Form S-3, filed June 23, 2017, File No. 333-218915).
7.3	Power of Attorney for J. Warren Huff, dated November 16, 2015 (incorporated by reference to Exhibit 7.5 of Mr. Huff's Schedule 13D filed May 25, 2016, File No. 005-89517).
7.4	Lock Up Agreement, between J. Warren Huff and Jefferies LLC, Leerink Partners LLC and Stifel, Nicolaus & Company, Incorporated, dated July 13, 2018.

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

*

J. Warren Huff

* Pursuant to Power of Attorney

By: /s/ Michael D. Wortley

Michael D. Wortley
Attorney-in-Fact

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").

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.

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]

Yours very truly,

/s/ J. Warren Huff

Name: J. Warren Huff

Capacity: Officer

Address: 2801 Gateway Drive, Suite 150
Irving, Texas 75063