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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 4, 2025

Taysha Gene Therapies, Inc.
(Exact name of registrant as specified in its Charter)

Delaware	**001-39536**	**84-3199512**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

3000 Pegasus Park Drive, Suite 1430
Dallas, Texas **75247**
(Address of Principal Executive Offices) **(Zip Code)**

(214) 612-0000
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.00001 par value	TSHA	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

As previously disclosed, Taysha Gene Therapies, Inc. (the "***Company***") is party to that certain Sales Agreement, dated October 5, 2021, as amended by that certain Amendment No. 1, dated March 30, 2022 (as so amended, the "***Sales Agreement***"), with Goldman Sachs & Co. LLC, Wells Fargo Securities, LLC and Leerink Partners LLC, as sales agents (the "***Sales Agents***"). Under the Sales Agreement, the Company may offer and sell, from time to time, through the Sales Agents, shares of its common stock, par value $0.00001 per share (the "common stock"), having aggregate sales proceeds of up to $150 million. As of September 30, 2025, the Company had offered and sold shares of common stock with an aggregate offering price of approximately $12 million pursuant to the Sales Agreement.

On November 4, 2025, the Company and Leerink Partners LLC entered into Amendment No. 2 ("***Amendment No. 2***") to the Sales Agreement pursuant to which Sales Agreement was terminated solely with respect to Leerink Partners LLC.

In addition, on November 4, 2025, the Company and Goldman Sachs & Co. LLC and Wells Fargo Securities, LLC, as sales agents (the "***Remaining Sales Agents***"), entered into an amendment to the Sales Agreement ("***Amendment No. 3***" and, together with the Sales Agreement as amended by Amendment No. 2, the "***Amended Sales Agreement***") to provide for an increase in the aggregate offering amount under the Sales Agreement, such that as of November 4, 2025, the Company may offer and sell shares of common stock having an aggregate offering price of up to $212 million under the Amended Sales Agreement. The material terms and conditions of the Sales Agreement otherwise remain unchanged.

Sales of the shares of common stock through the Remaining Sales Agents, if any, will be made by any method permitted by law deemed to be an "at the market offering" as defined in Rule 415(a)(4) under the Securities Act of 1933, as amended, including, without limitation, sales made directly on the Nasdaq Global Select Market or any other existing trading market for its common stock. The Remaining Sales Agents will use commercially reasonable efforts to sell the shares of common stock under the Amended Sales Agreement from time to time, based upon instructions from the Company (including any price, time or size limits or other customary parameters or conditions we may impose). The Company is not obligated to make any sales of shares of common stock under the Amended Sales Agreement.

The foregoing description of the material terms of the Amended Sales Agreement is qualified in its entirety by reference to the full texts of the Sales Agreement, a copy of which was filed as Exhibit 1.2 to the Company's Registration Statement on Form S-3 (File No. 333-260069), filed with the Securities and Exchange Commission on October 5, 2021, and incorporated herein by reference, Amendment No. 1 to the Sales Agreement, a copy of which was filed as Exhibit 10.19 to the Company's Annual Report on Form 10-K (File No. 001-39536), filed with the Securities and Exchange Commission on March 31, 2022, and incorporated herein by reference, and each of Amendment No. 2 and Amendment No. 3, which are attached as Exhibit 1.1 and 1.2 hereto, respectively, and incorporated herein by reference.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy the common stock discussed herein, nor shall there be any offer, solicitation, or sale of the common stock in any state in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state.

Item 2.02 Results of Operations and Financial Condition.

On November 4, 2025, the Company reported financial results and business highlights for the quarter ended September 30, 2025. A copy of this press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference.

The information in this Item 2.02 of this Current Report on Form 8-K (including Exhibit 99.1) is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or otherwise subject to the liabilities of that Section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1	Amendment No. 2 to Sales Agreement, dated November 4, 2025, by and between the Company and Leerink Partners LLC.
1.2	Amendment No. 3 to Sales Agreement, dated November 4, 2025, by and among the Company, Goldman Sachs & Co. LLC and Wells Fargo Securities, LLC.
99.1	Press Release, dated November 4, 2025.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded within the inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Taysha Gene Therapies, Inc.

Dated: November 4, 2025

By: /s/ Kamran Alam
Kamran Alam
Chief Financial Officer

TAYSHA GENE THERAPIES, INC.
AMENDMENT NO. 2 TO
SALES AGREEMENT

November 4, 2025

TAYSHA GENE THERAPIES, INC.
3000 Pegasus Park Drive, Suite 1430
Dallas, Texas 75247

GOLDMAN SACHS & CO. LLC
200 West Street
New York, New York 10282

WELLS FARGO SECURITIES, LLC
30 Hudson Yards
New York, New York 10001

with copies to:

COOLEY LLP
55 Hudson Yards
New York, New York 10001

GOODWIN PROCTER LLP
The New York Times Building
620 Eighth Avenue
New York, New York 10018

Re: Amendment No. 2 to Sales Agreement

Ladies and Gentlemen:

Reference is hereby made to that certain Sales Agreement, dated October 5, 2021, by and among Taysha Gene Therapies, Inc., a Delaware corporation (the "**Company**"), Leerink Partners LLC (formerly known as SVB Securities LLC) ("**Leerink**") and Wells Fargo Securities, LLC ("**Wells Fargo**"), as amended by Amendment No. 1 to Sales Agreement, dated March 30, 2022, by and among the Company, Goldman Sachs & Co. LLC ("**Goldman**"), Wells Fargo and Leerink ("**Sales Agreement**").

This letter serves as our formal notice of termination of the Sales Agreement solely with respect to Leerink. Pursuant to Section 11(c) of the Sales Agreement, the termination of the Sales Agreement with respect to Leerink will be effective as of the close of business on the date hereof. By signing below, the Company hereby agrees to the termination of the Sales Agreement with respect to Leerink effective as of the close of business on the date hereof, and permanently and irrevocably waives its right to ten (10) days' notice pursuant to Section 11(c) of the Sales Agreement and any other rights to notice under the Sales Agreement with respect to such termination with respect to Leerink.

[*Signature Page Follows*]

Very truly yours,
LEERINK PARTNERS LLC

By: /s/ Peter Fry
Name: Peter Fry
Title: Head of Alternative Equities

[Signature Page to Amendment No. 2 to Sales Agreement]

Accepted and agreed to as of the date first above written:
TAYSHA GENE THERAPIES, INC.

By: /s/ Kamran Alan
Name: Kamran Alam
Title: Chief Financial Officer

[Signature Page to Amendment No. 2 to Sales Agreement]

TAYSHA GENE THERAPIES, INC.
AMENDMENT NO. 3 TO
SALES AGREEMENT

November 4, 2025

GOLDMAN SACHS & CO. LLC
200 West Street
New York, New York 10282

WELLS FARGO SECURITIES, LLC
30 Hudson Yards
New York, New York 10001

Ladies and Gentlemen:

Reference is made to the Sales Agreement, dated October 5, 2021, by and among Taysha Gene Therapies, Inc., a Delaware corporation (the "**Company**"), Leerink Partners LLC (formerly known as SVB Securities LLC)("**Leerink**") and Wells Fargo Securities, LLC ("**Wells Fargo**"), as amended by Amendment No. 1 to Sales Agreement, dated March 30, 2022, by and among the Company, Goldman Sachs & Co. LLC ("**Goldman**"), Wells Fargo and Leerink and Amendment No. 2 to Sales Agreement, dated November 4, 2025, by and between the Company and Leerink. Such Sales Agreement, as amended to date, is hereinafter referred to as the "**Sales Agreement**." Pursuant to the Sales Agreement, the Company agreed, in its sole discretion, to issue and sell, from time to time, through Goldman and Wells Fargo (each, an "**Agent**" and together, the "**Agents**"), as agent and/or principal, shares of common stock, par value $0.00001 per share, of the Company. All capitalized terms used in this Amendment No. 3 to Sales Agreement (this "**Amendment**") and not otherwise defined herein shall have the respective meanings assigned to such terms in the Sales Agreement.

The Company and the Agents hereby agree as follows:

A. Amendments to Sales Agreement. The Sales Agreement is amended as follows:

1. Section 1 of the Sales Agreement is hereby amended and restated as follows:

> 1. Issuance and Sale of Shares. The Company agrees that, from time to time during the term of this Agreement, on the terms and subject to the conditions set forth herein, it may issue and sell through an Agent that the Company has designated as sales agent to sell Placement Shares (as defined below) pursuant to the terms of this Agreement (as of any given time, the "**Designated Agent**") up to $212,000,000 of shares of common stock, $0.00001 par value per share, of the Company (the "**Common Stock**"), subject to the limitations set forth in Section 5(c) (the "**Placement Shares**"). Notwithstanding anything to the contrary contained herein, the parties hereto agree that compliance with the limitation set forth in this Section 1 on the aggregate gross sales price of Placement Shares that may be issued and sold under this Agreement from time to time shall be the sole responsibility of the Company, and that the Agents shall have no obligation in connection with such compliance. The issuance and sale of Placement Shares through the Designated Agent will be effected pursuant to the Registration Statement (as defined below) to be filed by the Company with the Securities and Exchange Commission (the "**Commission**") on or about the date hereof and to become automatically effective upon the filing thereof, although nothing in this Agreement shall be construed as requiring the Company to issue any Placement Shares.

The Company has prepared and will file, in accordance with the provisions of the Securities Act of 1933, as amended, and the rules and regulations thereunder (collectively, the "**Securities Act**"), with the Commission an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act ("**Rule 405**") on Form S-3ASR, which automatic shelf registration statement will become effective under Rule 462(e) of the Securities Act ("**Rule 462(e)**"), including (a) a base prospectus, relating to certain securities, including the Common Stock, to be issued from time to time by the Company, and which incorporates by reference documents that the Company has filed or will file in accordance with the provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder (collectively, the "**Exchange Act**"), and (b) an at-the-market prospectus specifically relating to the Placement Shares to be issued from time to time pursuant to this Agreement (the "**ATM Prospectus**"). The Company will furnish to each Agent, for use by such Agent, copies of the base prospectus included as part of such registration statement at the time it becomes effective, as supplemented by the ATM Prospectus. The Company may file one or more additional registration statements from time to time that will contain a base prospectus and related prospectus or prospectus supplement, if applicable, with respect to the Placement Shares; *provided, however*, that Agents are provided with a reasonable opportunity to review any such registration statement or prospectus. Except where the context otherwise requires, such registration statement, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a Prospectus (as defined below) subsequently filed with the Commission pursuant to Rule 424(b) under the Securities Act or deemed to be a part of such registration statement pursuant to Rule 430B or Rule 462(b) under the Securities Act, or any subsequent registration statement on Form S-3 filed pursuant to Rule 415(a)(6) under the Securities Act by the Company with respect to any Placement Shares, is herein called the "**Registration Statement**." The base prospectus, including all documents incorporated therein by reference, included in the Registration Statement, as it may be supplemented by the ATM Prospectus, in the form in which such prospectus and/or ATM Prospectus have most recently been filed by the Company with the Commission pursuant to Rule 424(b) under the Securities Act, together with any "issuer free writing prospectus" (as used herein, as defined in Rule 433 under the Securities Act ("**Rule 433**")), relating to the Placement Shares that (i) is required to be filed with the Commission by the Company or (ii) is exempt from filing pursuant to Rule 433(d)(5)(i), in each case, in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company's records pursuant to Rule 433(g), is herein called the "**Prospectus**." For the avoidance of doubt, any reference to "Prospectus" in the Sales Agreement shall be deemed to include the ATM Prospectus.

Any reference herein to the Registration Statement, the ATM Prospectus, the Prospectus or any issuer free writing prospectus shall be deemed to refer to and include the documents, if any, that are or are deemed to be incorporated by reference therein (the "**Incorporated Documents**"), including, unless the context otherwise requires, the documents, if any, filed as exhibits to such Incorporated Documents. Any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the ATM Prospectus, the Prospectus or any issuer free writing prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act on or after the most-recent effective date of the Registration Statement, or the respective dates of the ATM Prospectus, Prospectus or such issuer free writing prospectus, as the case may be, and incorporated therein by reference. For purposes of this Agreement, all references to the Registration Statement, the Prospectus or any amendment or supplement thereto shall be deemed to include the most recent copy filed with the Commission pursuant to its Electronic Data Gathering Analysis and Retrieval System or, if applicable, the Interactive Data Electronic Application system when used by the Commission (collectively, "**EDGAR**").

2. Section 5(a) of the Sales Agreement is hereby amended and restated as follows:

(a) Settlement of Placement Shares. Unless otherwise specified in the applicable Placement Notice, settlement for sales of Placement Shares will occur on the first Trading Day following the date on which such sales are made (each, a "**Settlement Date**"). The amount of proceeds to be delivered to the Company on a Settlement Date against receipt of the Placement Shares sold (the "**Net Proceeds**") will be equal to the aggregate gross sales price received by the Designated

Agent at which such Placement Shares were sold, after deduction of (i) the Designated Agent's commission, discount or other compensation for such sales payable by the Company pursuant to Section 2 hereof, (ii) any other amounts due and payable by the Company to the Designated Agent hereunder pursuant to Section 7(g) hereof and (iii) any transaction fees imposed by any governmental or self-regulatory organization in respect of such sales.

3. Section 6(a) of the Sales Agreement is hereby amended and restated as follows:

(a) The Company and the transactions contemplated by this Agreement meet the requirements for and comply with the conditions for the use of Form S-3 (including General Instructions I.A and I.B.1.) under the Securities Act. The Registration Statement will be an automatic shelf registration statement under Rule 405 and will be filed with the Commission and become effective under the Securities Act prior to the issuance of any Placement Notices by the Company. At the time the Registration Statement becomes effective, the Company will meet the then-applicable requirements for use of Form S-3 (including General Instructions I.A and I.B.1.) under the Securities Act. The Registration Statement meets, and the offering and sale of Placement Shares as contemplated hereby comply with, the requirements of Rule 415(a)(5) under the Securities Act. Each Agent is named as the agents engaged by the Company in the section entitled "Plan of Distribution" in the ATM Prospectus. The Company has not received, and has no notice from the Commission of, any notice pursuant to Rule 401(g)(2) under the Securities Act objecting to the use of the automatic shelf registration statement form. No stop order of the Commission preventing or suspending the use of the base prospectus, the ATM Prospectus or the Prospectus, or the effectiveness of the Registration Statement, has been issued, and no proceedings for such purpose are pending before or, to the knowledge of the Company, threatened by the Commission. At the time of the initial filing of the Registration Statement, the Company paid the required Commission filing fees relating to the securities covered by the Registration Statement, including the Placement Shares that may be sold pursuant to this Agreement, in accordance with Rule 457(r) under the Securities Act. Copies of the Registration Statement, the Prospectus, any such amendments or supplements to any of the foregoing and all Incorporated Documents that were filed with the Commission on or prior to the date of this Agreement have been delivered, or are available through EDGAR, to the Agents and their counsel;

4. Section 6(h) of the Sales Agreement is hereby amended and restated as follows:

(h) The Registration Statement, when it becomes effective, will conform, and the Prospectus and any further amendments or supplements to the Registration Statement and the Prospectus, as of the date of the Prospectus or such amendment or supplement, will conform, in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder and do not and will not, as of the applicable effective date as to each part of the Registration Statement, as of the applicable filing date as to the Prospectus and any amendment or supplement thereto, and as of each Applicable Time, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that this representation and warranty shall not apply to any statements or omissions made in reliance upon and in conformity with the Agents' Information (as defined in Section 24);

5. Section 6(aa) of the Sales Agreement is hereby amended and restated as follows:

(aa) Neither the Company nor any director, officer or employee nor, to the knowledge of the Company, any agent, affiliate or representative of the Company is an individual or entity ("**Person**") that is, or is 50% or more owned or otherwise controlled by one or more Persons that are, currently the subject or the target of any sanctions administered or enforced by the U.S. government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury ("**OFAC**"), or the U.S. Department of State and including, without limitation, the designation as a "specially designated national" or "blocked person," the

European Union, His Majesty's Treasury, the United Nations Security Council, or other relevant sanctions authority (collectively, "**Sanctions**"); nor is the Company located, organized or resident in a country or territory that is the subject or target of comprehensive Sanctions (currently, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic and the Crimea region and the non-government controlled areas of the Zaporizhzhia and Kherson Regions of Ukraine (or any other Covered Region of Ukraine identified pursuant to Executive Order 14065), Russia, Cuba, Iran or North Korea) (each, a "**Sanctioned Jurisdiction**"), and the Company will not directly or indirectly use the proceeds of the offering of the Placement Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding, is the subject or the target of Sanctions or with a Sanctioned Jurisdiction or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions; and the Company has not knowingly engaged in and is not now knowingly engaged in, and will not engage in, any dealings or transactions with any individual or entity that at the time of the dealing or transaction is or was the subject of Sanctions or with a Sanctioned Jurisdiction; the Company is not engaged in, or has not, at any time since April 24, 2019, engaged in, any dealings or transactions with or involving any individual or entity that was or is, as applicable, at the time of such dealing or transaction, the subject or target of Sanctions or with any Sanctioned Jurisdiction; and the Company has instituted, and maintains, policies and procedures designed to promote and achieve continued compliance with Sanctions;

6. The following shall be added as new Section 6(ddd), Section 6(eee) and Section 6(fff) to the Sales Agreement:

(ddd) (i) At the original effectiveness of the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the Exchange Act or in the form of a prospectus), (iii) at the time the Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Placement Shares in reliance on the exemption of Rule 163, (iv) at the date of this Agreement, and (v) at each Applicable Time, the Company was and is a "well-known seasoned issuer," as defined in Rule 405.

(eee) The Company is an "experienced issuer," as defined in FINRA Rule 5110.

(fff) Neither the Company nor any of its subsidiaries is a "covered foreign person," as that term is defined in 31 C.F.R. § 850.209. Neither the Company nor any of its subsidiaries currently engage, or have plans to engage, directly or indirectly, in a covered activity as defined in 31 C.F.R. 850.208.

7. Section 7(n) of the Sales Agreement is hereby amended and restated as follows:

(n) Legal Opinions. (i) On or prior to the First Placement Notice Date and on any date which the Company is obligated to deliver a certificate pursuant to Section 7(m) for which no suspension or waiver is applicable, the Company shall cause to be furnished to the Agents a written opinion of Cooley LLP ("**Company Counsel**") or other counsel satisfactory to the Agents, in form and substance reasonably satisfactory to the Agents and its counsel; and (ii) on or prior to the First Placement Notice Date and on any date which the Company is obligated to deliver a certificate pursuant to Section 7(m) for which no suspension or waiver is applicable, the Company shall cause to be furnished to the Agents a "negative assurances letter" of Company Counsel or other counsel satisfactory to the Agents, in form and substance reasonably satisfactory to the Agents and its counsel.

8. Section 7(o) of the Sales Agreement is hereby amended and restated as follows:

(o) Intellectual Property Opinion. On or prior to the First Placement Notice Date and on any date which the Company is obligated to deliver a certificate pursuant to Section 7(m) for which no suspension or waiver is applicable, the Company shall cause to be furnished to the Agents the written opinion of Fenwick & West LLP, counsel for the Company with respect to intellectual property matters, or such other intellectual property counsel satisfactory to the Agents ("**Intellectual Property Counsel**"), in form and substance satisfactory to the Agents and its counsel, dated the date that the opinion letter is required to be delivered, modified, as necessary, to relate to the Registration Statement and the Prospectus as then amended or supplemented; *provided*, *however*, that in lieu of such written opinion for subsequent Representation Dates, Intellectual Property Counsel may furnish the Agents with a letter to the effect that the Agents may rely on a prior opinion letter delivered by such counsel under this Section 7(o) to the same extent as if it were dated the date of such opinion letter (except that statements in such prior opinion letter shall be deemed to relate to the Registration Statement and the Prospectus as amended or supplemented at such Representation Date); *provided, further*, that any such opinion of Intellectual Property Counsel shall only be on or after the First Placement Notice Date and subsequently no more than once a year with the first delivery of opinions by the Company pursuant to this Agreement following the filing of the Company's annual report on Form 10-K each year.

9. Section 8(g) of the Sales Agreement is hereby amended and restated as follows

(g) Agents' Counsel Legal Opinion. The Agents shall have received from Goodwin Procter LLP, counsel for the Agents, such opinion or opinions, on or before the date on which the delivery of the Company Counsel legal opinions is required pursuant to Section 7(n), with respect to such matters as the Agents may reasonably require, and the Company shall have furnished to such counsel such documents as they may request to enable them to pass upon such matters.

10. Section 7(z) of the Sales Agreement is hereby amended and restated as follows:

(z) WKSI. The Company will promptly notify the Agents if the Company ceases to be a WKSI at any time prior to the completion of the Agents' distribution of the Placement Shares pursuant to this Agreement.

11. Section 7(bb) of the Sales Agreement is hereby amended and restated as follows:

(bb) Renewal of Registration Statement. If, immediately prior to the third anniversary of the initial effective date of the Registration Statement (the "**Renewal Date**"), any of the Placement Shares remain unsold and this Agreement has not been terminated, the Company will, prior to the Renewal Date, file a new shelf registration statement or, if applicable, an automatic shelf registration statement relating to the Common Stock that may be offered and sold pursuant to this Agreement (which shall include a prospectus reflecting the number or amount of Placement Shares that may be offered and sold pursuant to this Agreement), in a form satisfactory to the Agents and their counsel, and, if such registration statement is not an automatic shelf registration statement, will use its best efforts to cause such registration statement to be declared effective within 180 days after the Renewal Date. The Company will take all other reasonable actions necessary or appropriate to permit the public offer and sale of the Placement Shares to continue as contemplated in the expired registration statement and this Agreement. From and after the effective date thereof, references herein to the "Registration Statement" shall include such new shelf registration statement or such new automatic shelf registration statement, as the case may be.

12. Section 8(a) of the Sales Agreement is hereby amended and restated as follows:

(a) Registration Statement Effective. The Registration Statement shall be effective upon filing in accordance with Rule 462(e) and shall be available for all offers and sales of Placement Shares (i) that have been issued pursuant to all prior Placement Notices and (ii) that will be issued pursuant to any Placement Notice.

13. Section 12 of the Sales Agreement is hereby amended and restated as follows:

12. Notices. All notices or other communications required or permitted to be given by any party to any other party pursuant to the terms of this Agreement shall be in writing, unless otherwise specified in this Agreement, and if sent to the Agents, shall be delivered to:

Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282
Phone No.: 866-471-2526
Attention: Registration Department

with a copy (which shall not constitute notice) to:

Wells Fargo Securities, LLC
500 West 33rd Street, 14th Floor
New York, New York 10001
Attention: Equity Syndicate Department and Special Equities Desk
Email: David.bohn@wellsfargo.com;
donald.ho@wellsfargo.com; josie.callanan@wellsfargo.com;
Fernando.A.Escano@wellsfargo.com; Joshua.D.Fraser@wellsfargo.com;
kathleen.kelly@wellsfargo.com; Jd.Simons@wellsfargo.com

with a copy (which shall not constitute notice) to:

Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018
Attention: Benjamin K. Marsh, Esq. and Janet Hsueh, Esq.
Email: BenjaminMarsh@goodwinlaw.com; JHsueh@goodwinlaw.com

and if to the Company, shall be delivered to:

Taysha Gene Therapies, Inc.
3000 Pegasus Park Drive, Suite 1430
Dallas, Texas 75247
Attention: Kamran Alam
E-mail: KAlam@tayshagtx.com

with copies (which shall not constitute notice) to:

Cooley LLP
55 Hudson Yards
New York, New York 10001
Attention: Divakar Gupta; Madison A. Jones
E-mail: dgupta@cooley.com; madison.jones@cooley.com

Each party to this Agreement may change such address for notices by sending to the parties to this Agreement written notice of a new address for such purpose. Each such notice or other communication shall be deemed given (i) when delivered personally on or before 4:30 P.M., New York City time, on a Business Day, or, if such day is not a Business Day, on the next succeeding Business Day, (ii) by Electronic Notice as set forth in the next paragraph, (iii) on the next Business Day after timely delivery to a nationally-recognized overnight courier or (iv) on the Business Day actually received if deposited in the U.S. mail (certified or registered mail, return receipt requested, postage prepaid). For purposes of this Agreement, "**Business Day**" shall mean any day on which the Nasdaq and commercial banks in the City of New York are open for business.

An electronic communication ("**Electronic Notice**") shall be deemed written notice for purposes of this Section 12 if sent to the electronic mail address specified by the receiving party in Section 12. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives actual acknowledgment of receipt from the person whom the notice is sent, other than via auto-reply. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form ("**Nonelectronic Notice**"), which shall be sent to the requesting party within 10 days of receipt of the written request for Nonelectronic Notice.

14. Schedule 2 of the Sales Agreement is hereby amended and restated as follows:

The Company

Kamran Alam
KAlam@tayshagtx.com

The Agents

Goldman Sachs

Lyla Bibi
lyla.bibi@ny.ibd.email.gs.com
Ashley Kaplowitz
ashley.kaplowitz@ny.ibd.email.gs.com
Brock Ghelfi
Brock.Ghelfi@ny.ibd.email.gs.com
Deryk Delahanty
Deryk.A.Delahanty@ny.ibd.email.gs.com

Wells Fargo

David Bohn
David.bohn@wellsfargo.com
Donald Ho
donald.ho@wellsfargo.com
Josie Callanan
josie.callanan@wellsfargo.com
Fernando A. Escano
Fernando.A.Escano@wellsfargo.com
Joshua D. Fraser
Joshua.D.Fraser@wellsfargo.com
Kathleen Kelly
kathleen.kelly@wellsfargo.com
JD Simons
Jd.Simons@wellsfargo.com

B. The Company will pay reasonable fees and disbursements of counsel to the Agents up to $75,000 in the aggregate incurred in connection with the execution of this Amendment. For the avoidance of doubt, such reimbursement is in addition to the reasonable fees and disbursements of the Agents' outside legal counsel provided in Section 7(g) of the Sales Agreement.

C. No Other Amendments; References to Agreement. Except as set forth in Part A above, all the terms and provisions of the Sales Agreement shall continue in full force and effect. All references to the Sales Agreement in the Sales Agreement or in any other document executed or delivered in connection therewith shall, from the date hereof, be deemed a reference to the Sales Agreement as amended by this Amendment.

D. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Amendment by one party to the other may be made by facsimile or electronic transmission. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

E. Governing Law. This Amendment shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the principles of conflicts of laws.

F. Severability; Waiver. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Amendment. No implied waiver by a party shall arise in the absence of a waiver in writing signed by such party. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

G. Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

[Remainder of page intentionally left blank.]

If the foregoing correctly sets forth the understanding among the Company and each of the Agents, please so indicate in the space provided below for that purpose, whereupon this Amendment No. 3 to Sales Agreement and your acceptance shall constitute a binding agreement among the Company and each of the Agents.

Very truly yours,
TAYSHA GENE THERAPIES, INC.

By: /s/ Kamran Alan
Name: Kamran Alan
Title: Chief Financial Officer

[Signature Page to Amendment No. 3 to Sales Agreement]

Accepted and agreed to as of the date first above written:

GOLDMAN SACHS & CO. LLC

By: /s/ Lyla Bibi Maduri
Name: Lyla Bibi Maduri
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ David Bohn
Name: David Bohn
Title: Managing Director

Exhibit 99.1

Taysha Gene Therapies Reports Third Quarter 2025 Financial Results and Provides Corporate Update

TSHA-102 granted Breakthrough Therapy designation by FDA

Finalized FDA alignment on REVEAL pivotal trial protocol and SAP, including 6-month interim analysis that may expedite BLA submission, which was enabled by the rigorous developmental milestone evaluation in Part A REVEAL Phase 1/2 trials showing an unprecedented response rate

Dosing of first patient in REVEAL pivotal trial scheduled for Q4 2025, with enrollment of additional patients expected to continue at multiple sites this quarter

Presented new supplemental analysis of Part A REVEAL data reinforcing the broad and consistent, multi-domain impact of TSHA-102 on activities of daily living at the CNS Annual Meeting

TSHA-102 continues to be generally well tolerated with no treatment-related SAEs or DLTs in the 12 patients treated in the Part A REVEAL Phase 1/2 trials as of October 2025 data cutoff

Regained full unencumbered rights to TSHA-102 Rett syndrome program, enabling Taysha to focus on driving long-term value with full strategic flexibility and optionality

Conference call and webcast today at 8:30 AM Eastern Time

Dallas – November 4, 2025 – Taysha Gene Therapies, Inc. (Nasdaq: TSHA) (Taysha or the Company), a clinical-stage biotechnology company focused on advancing adeno-associated virus (AAV)-based gene therapies for severe monogenic diseases of the central nervous system (CNS), today reported financial results for the third quarter ended September 30, 2025, and provided a corporate update.

"The progress we've made in the third quarter of 2025 sets the stage for a potentially transformative period ahead for Taysha. We recently received FDA Breakthrough Therapy designation, which reflects the FDA's recognition of the therapeutic potential of TSHA-102 for individuals with Rett syndrome, who face a profound unmet need. Additionally, we're pleased to have finalized alignment with the FDA on our pivotal trial protocol and SAP, including a six-month interim analysis, which we believe provides a clear opportunity to expedite our BLA submission by at least two quarters," said Sean P. Nolan, Chairman and Chief Executive Officer of Taysha. "With Breakthrough Therapy designation and finalized FDA alignment, together with our strong balance sheet and regained global rights to TSHA-102, we believe we are strongly positioned to initiate our REVEAL pivotal trial and accelerate execution toward BLA submission. We remain on track to dose the first patient in the REVEAL pivotal trial this quarter and expect additional enrollment to continue at multiple sites this quarter. With an estimated 15,000 to 20,000 patients affected by Rett syndrome across the U.S., EU and U.K. and compelling clinical data from Part A of our REVEAL trials, we see a significant opportunity to bring an innovative therapy with disease-modifying potential to patients."

Recent Corporate and TSHA-102 Program Highlights

- **FDA Breakthrough Therapy Designation Granted to TSHA-102.** The U.S. Food and Drug Administration (FDA) granted Breakthrough Therapy designation to TSHA-102 for the treatment of Rett syndrome based on the FDA's review of positive clinical evidence from Part A of the REVEAL Phase 1/2 adolescent/adult and pediatric trials (N=12).

- **Finalized FDA Alignment on REVEAL Pivotal Trial Protocol and SAP.** Taysha finalized alignment with the FDA on the REVEAL pivotal trial protocol and statistical analysis plan (SAP) that are intended to support the planned Biologics License Application (BLA) submission for TSHA-102, following the resolution of remaining clinical and statistical queries. Previously aligned upon key trial design elements remain unchanged, including the primary endpoint of response rate, defined as the percentage of patients in the developmental plateau population of Rett syndrome who gain/regain ≥ one of the 28 natural history defined developmental milestones, with each patient serving as their own control.
    - Inclusion of a 6-month interim analysis that may serve as the basis for BLA submission was enabled by the rigorous developmental milestone evaluation in Part A of the REVEAL Phase 1/2 trials that demonstrated an unprecedented response rate at 6 months that deepened over time.
    - Response rate of 33% (5 out of 15 patients) is the minimum threshold for success sufficient to reject the natural history established null hypothesis of 6.7%.
- **Presented New Supplemental Data Analysis Supporting TSHA-102 Clinical Program.** A poster presentation, which is available on the Company's website, was delivered at the 54th Child Neurology Society (CNS) Annual Meeting to highlight results from a new supplemental analysis of data from Part A of the REVEAL Phase 1/2 trials (May 2025 data cutoff). Results provide supportive evidence of broad and consistent functional skill gains/improvements outside of the natural history defined developmental milestones that further reinforce TSHA-102's consistent, multi-domain impact on activities of daily living.
    - In addition to the consistent achievement of natural history defined developmental milestones, 100% of patients (N=10) achieved multiple additional skills/improvements derived from validated, structured efficacy scales, with a total of 22 developmental milestones and 165 additional skills/improvements achieved across the 10 patients post-TSHA-102.
- **TSHA-102 Continues to be Generally Well Tolerated.** High dose ($1x10^{15}$ total vg) and low dose ($5.7x10^{14}$ total vg) of TSHA-102 continue to be generally well tolerated with no treatment-related serious adverse events (SAEs) or dose-limiting toxicities (DLTs) in the 12 pediatric, adolescent and adult patients dosed in Part A of the REVEAL Phase 1/2 trials (October 2025 data cutoff). This includes eight patients in the high dose cohort and four patients in the low dose cohort.
- **Regained Full Rights to TSHA-102 Rett Syndrome Program.** Taysha regained full rights to its lead TSHA-102 program in October 2025 following expiration of the 2022 Option Agreement between Astellas and Taysha, which had granted Astellas the exclusive option to enter a negotiation period to obtain an exclusive license to TSHA-102 and certain rights with respect to change in control transactions involving Taysha. Taysha now holds unencumbered rights to TSHA-102, which enables the Company to focus on driving long-term value with full strategic flexibility and optionality.

- **Strengthened Commercial Leadership.** David McNinch was appointed as Taysha's Chief Commercial Officer in September 2025, responsible for the Company's commercial function. Mr. McNinch brings over two decades of global commercialization and strategic market development experience across multiple therapeutic areas. Most recently, he served as Chief Business Officer of Encoded Therapeutics, where he led the commercial and partnering strategy across the company's gene therapy portfolio. Mr. McNinch previously held senior commercial leadership roles at Prothena Corp. as well as InterMune, where he led the launch of Esbriet, the first approved treatment for IPF, and supported the company's acquisition by Roche. In his role at Taysha, Mr. McNinch reports to Sean McAuliffe, Taysha's Chief Business Officer, who led the development and execution of the commercial launch of Zolgensma for spinal muscular atrophy, the first approved gene therapy for a monogenic CNS disease.

Anticipated Milestones

- Dosing of the first patient in the REVEAL pivotal trial is scheduled for the fourth quarter of 2025, with enrollment of additional patients expected to continue at multiple sites during the quarter.
- Update on longer-term safety and efficacy data from Part A of REVEAL Phase 1/2 trials expected in the first half of 2026

Third Quarter 2025 Financial Highlights

- **Research and Development Expenses:** Research and development expenses were $25.7 million for the three months ended September 30, 2025, compared to $14.9 million for the three months ended September 30, 2024. The increase was driven by BLA-enabling process performance qualification manufacturing initiatives, REVEAL clinical trial activities and higher compensation expenses as a result of increased headcount during the three months ended September 30, 2025.
- **General and Administrative Expenses:** General and administrative expenses were $8.3 million for the three months ended September 30, 2025, compared to $7.9 million for the three months ended September 30, 2024. The increase of $0.4 million was primarily due to debt issuance costs incurred in connection with the refinancing of the Company's existing loan and security agreement with Trinity Capital that are recorded in general and administrative expense under the fair value option and was partially offset by lower legal and professional fees.
- **Net Loss:** Net loss for the three months ended September 30, 2025, was $32.7 million, or $0.09 per share, compared to a net loss of $25.5 million, or $0.10 per share, for the three months ended September 30, 2024.
- **Cash and Cash Equivalents:** As of September 30, 2025, Taysha had $297.3 million in cash and cash equivalents. The Company expects that its current cash resources will support planned operating expenses and capital requirements into 2028.

Conference Call and Webcast Information Taysha management will hold a conference call and webcast today at 8:30 a.m. ET to review its financial and operating results and provide a corporate update. The dial-in number for the conference call is 800-245-3047 (U.S./Canada) or 203-518-9765 (international). The conference ID for all callers is TAYSHA. The live webcast and replay may be accessed by visiting Taysha's website.

About TSHA-102

TSHA-102 is a self-complementary intrathecally delivered AAV9 investigational gene transfer therapy in clinical evaluation for Rett syndrome. Designed as a one-time treatment, TSHA-102 aims to address the genetic root cause of the disease by delivering a functional form of *MECP2* to cells in the CNS. TSHA-102 utilizes a novel miRNA-Responsive Auto-Regulatory Element (miRARE) technology designed to mediate levels of *MECP2* in the CNS on a cell-by-cell basis without risk of overexpression. TSHA-102 has received Breakthrough Therapy, Regenerative Medicine Advanced Therapy, Fast Track and Orphan Drug and Rare Pediatric Disease designations from the FDA, Orphan Drug designation from the European Commission and Innovative Licensing and Access Pathway designation from the Medicines and Healthcare products Regulatory Agency.

About Rett Syndrome

Rett syndrome is a rare neurodevelopmental disorder caused by mutations in the X-linked *MECP2* gene encoding methyl CpG-binding protein 2 (MeCP2), which is essential for regulating neuronal and synaptic function in the brain. The disorder is characterized by loss of communication and hand function, slowing and/or regression of development, motor and respiratory impairment, seizures, intellectual disabilities and shortened life expectancy. Rett syndrome progression is divided into four key stages, beginning with early onset stagnation at 6 to 18 months of age followed by rapid regression, plateau and late motor deterioration. Rett syndrome primarily occurs in females and is one of the most common genetic causes of severe intellectual disability. Currently, there are no approved disease-modifying therapies that treat the genetic root cause of the disease. Rett syndrome caused by a pathogenic/likely pathogenic *MECP2* mutation is estimated to affect between 15,000 and 20,000 patients in the U.S., EU, and U.K.

About Taysha Gene Therapies

Taysha Gene Therapies (Nasdaq: TSHA) is a clinical-stage biotechnology company focused on advancing adeno-associated virus (AAV)-based gene therapies for severe monogenic diseases of the central nervous system. Its lead clinical program TSHA-102 is in development for Rett syndrome, a rare neurodevelopmental disorder with no approved disease-modifying therapies that address the genetic root cause of the disease. With a singular focus on developing transformative medicines, Taysha aims to address severe unmet medical needs and dramatically improve the lives of patients and their caregivers. The Company's management team has proven experience in gene therapy development and commercialization. Taysha leverages this experience, its manufacturing process and a clinically and commercially proven AAV9 capsid in an effort to rapidly translate treatments from bench to bedside. For more information, please visit www.tayshagtx.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Words such as "anticipates," "believes," "expects," "intends," "projects," "plans," and "future" or similar expressions are intended to identify forward-looking statements. Forward-looking statements include, but are not limited to, statements concerning: the potential of TSHA-102, including the reproducibility and durability of any favorable results initially seen in patients dosed to date in clinical trials, including with respect to functional milestones, to positively impact quality of life and alter the course of disease in the patients Taysha seeks to treat; Taysha's research, development and regulatory plans for TSHA-102, including the timing of enrolling and dosing patients, initiating additional trials, reporting data from Taysha's clinical trials and making regulatory submissions,

communications with feedback from the FDA on the regulatory pathway for TSHA-102; the potential for TSHA-102 to receive regulatory approval from the FDA or equivalent foreign regulatory agencies, and whether, if approved, these product candidates will be successfully distributed and marketed; Taysha's ability to realize the benefits of Breakthrough Therapy Designation; Taysha's ability to drive long-term value for stockholders; and the potential market opportunity for Taysha's product candidates and Taysha's anticipated cash runway. Forward-looking statements are based on management's current expectations and are subject to various risks and uncertainties that could cause actual results to differ materially and adversely from those expressed or implied by such forward-looking statements. Accordingly, these forward-looking statements do not constitute guarantees of future performance, and you are cautioned not to place undue reliance on these forward-looking statements. Risks regarding Taysha's business are described in detail in Taysha's Securities and Exchange Commission ("SEC") filings, including in Taysha's Annual Report on Form 10-K for the full-year ended December 31, 2024 and Quarterly Report on Form 10-Q for the quarter ended September 30, 2025, which are available on the SEC's website at www.sec.gov. Additional information will be made available in other filings that Taysha makes from time to time with the SEC. These forward-looking statements speak only as of the date hereof, and Taysha disclaims any obligation to update these statements except as may be required by law.

Taysha Gene Therapies, Inc.
Condensed Consolidated Statements of Operations
(in thousands, except share and per share data)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Revenue	$ —	$ 1,788	$ 4,288	$ 6,311
Operating expenses:				
Research and development	25,745	14,946	61,451	50,676
General and administrative	8,279	7,902	25,035	22,324
Impairment of long-lived assets	—	4,838	—	4,838
Total operating expenses	34,024	27,686	86,486	77,838
Loss from operations	(34,024)	(25,898)	(82,198)	(71,527)
Other income (expense):				
Change in fair value of warrant liability	(292)	75	(463)	(67)
Change in fair value of term loan	(1,534)	(1,703)	(4,525)	(4,035)
Interest income	3,169	2,107	6,354	5,240
Interest expense	(15)	(24)	(51)	(80)
Other expense	(37)	(81)	(261)	(44)
Total other income, net	1,291	374	1,054	1,014
Net loss	**$ (32,733)**	**$ (25,524)**	**$ (81,144)**	**$ (70,513)**
Net loss per common share, basic and diluted	$ (0.09)	$ (0.10)	$ (0.26)	$ (0.29)
Weighted average common shares outstanding, basic and diluted	353,309,524	267,824,045	307,175,982	244,052,057

Taysha Gene Therapies, Inc.
Condensed Consolidated Balance Sheet Data
(in thousands, except share and per share data)

	September 30, 2025	December 31, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 297,344	$ 139,036
Restricted cash	449	449
Prepaid expenses and other current assets	2,158	2,645
Total current assets	299,951	142,130
Restricted cash	2,151	2,151
Property, plant and equipment, net	6,805	7,485
Operating lease right-of-use assets	7,463	8,381
Other non-current assets	184	217
Total assets	**$ 316,554**	**$ 160,364**
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 5,438	$ 3,592
Accrued expenses and other current liabilities	17,708	12,862
Deferred revenue	5,485	9,773
Total current liabilities	28,631	26,227
Term loan, net	50,852	43,942
Operating lease liability, net of current portion	16,506	17,361
Other non-current liabilities	1,576	1,309
Total liabilities	97,565	88,839
Stockholders' equity		
Common stock, $0.00001 par value per share; 700,000,000 shares authorized and 273,915,373 issued and outstanding as of September 30, 2025, and 400,000,000 shares authorized and 204,943,306 issued and outstanding as of December 31, 2024	3	2
Additional paid-in capital	903,578	677,859
Accumulated other comprehensive loss	(1,143)	(4,031)
Accumulated deficit	(683,449)	(602,305)
Total stockholders' equity	218,989	71,525
Total liabilities and stockholders' equity	**$ 316,554**	**$ 160,364**

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