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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): June 29, 2026**

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**Tenaya Therapeutics, Inc.**

(Exact name of Registrant as Specified in Its Charter)

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**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-40656**  
(Commission File Number)

**81-3789973**  
(IRS Employer  
Identification No.)

**171 Oyster Point Boulevard**  
**Suite 500**  
**South San Francisco, California**  
(Address of Principal Executive Offices)

**94080**  
(Zip Code)

**Registrant's Telephone Number, Including Area Code: (650) 825-6990**

(Former Name or Former Address, if Changed Since Last Report)

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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:

- 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, par value \$0.0001 per share	TNYA	Nasdaq Global Select Market

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.

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## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

### *Appointment of Chief Financial Officer and Transition of Principal Financial Officer and Principal Accounting Officer*

On June 29, 2026, Tenaya Therapeutics, Inc. (the “Company”) announced that Eric Hyllengren, M.B.A., will join the Company as Chief Financial Officer on July 13, 2026 (the “Commencement Date”), and in such capacity, will serve as the Company’s Principal Financial Officer and Principal Accounting Officer beginning on the Commencement Date.

Prior to joining the Company, Mr. Hyllengren, age 51, served as Chief Financial Officer at Zura Bio Ltd. from July 2025 until April 2026. Mr. Hyllengren spent seven years at Atara Biotherapeutics, Inc. (“Atara”), most recently serving in the role of Chief Financial Officer and Chief Operating Officer, from April 2023 and October 2024, respectively, until April 2025, and was previously Atara’s Vice President of Finance and Investor Relations from August 2018 until April 2023. Earlier in his career, Mr. Hyllengren held roles of increasing responsibility across finance, investor relations, and business development at Amgen Inc., where he was most recently Executive Director of Business Development and Head of Alliance Management from 2017 to 2018. Mr. Hyllengren holds a B.B.A. in Finance and Russian from the University of Notre Dame and an M.B.A. in Finance and Strategy from the Kellogg School of Management at Northwestern University.

There is no arrangement or understanding between Mr. Hyllengren and any other person pursuant to which he was appointed to such roles. Mr. Hyllengren has no family relationship with any director or executive officer of the Company, and there are no transactions between Mr. Hyllengren and the Company that would require disclosure pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended.

Effective as of immediately prior to the Commencement Date, Faraz Ali, M.B.A., the Company’s President and Chief Executive Officer, will cease serving as interim Principal Financial Officer, and Tomohiro Higa, the Company’s Senior Vice President, Finance, will cease serving as acting interim Principal Accounting Officer.

### *Employment Arrangements for Mr. Hyllengren*

Pursuant to the terms of a written offer letter, dated June 18, 2026, by and between the Company and Mr. Hyllengren (the “Offer Letter”), Mr. Hyllengren will receive an annual base salary of \$490,000, and will be eligible to receive a target annual bonus equal to 40% of his base salary.

Pursuant to the Offer Letter, subject to approval from the Company’s board of directors or Compensation Committee, the Company will grant to Mr. Hyllengren an option (the “Option”) to purchase 1,650,000 shares of the Company’s common stock (the “Common Stock”) pursuant to the Company’s 2024 Inducement Equity Incentive Plan (the “2024 Inducement Plan”). The Option will have an exercise price equal to the Fair Market Value (as defined in the 2024 Inducement Plan) and a term of 10 years from the grant date. The Option will vest with respect to 1/4th of the shares subject to the Option on the first anniversary of the grant date and 1/48th of the shares subject to the Option will vest monthly thereafter, subject to Mr. Hyllengren’s continued service to the Company through each applicable vesting date.

In addition, subject to approval from the Company’s board of directors or Compensation Committee, Mr. Hyllengren, as an Executive of the Company, will be eligible to participate in the Company’s Executive Change in Control Severance Plan (“Severance Plan”). A description of severance benefits payable upon a termination of employment in certain circumstances is included in the Company’s proxy statement for the 2026 Annual Meeting of Stockholders, filed with the Securities and Exchange Commission (the “SEC”) on April 16, 2026.

The foregoing descriptions of the Offer Letter and Severance Plan are summaries and are qualified in their entirety by reference to the Offer Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K (“Current Report”).

Mr. Hyllengren will have the opportunity to enter into the Company’s form of Indemnification Agreement for its directors and officers.

## **Item 7.01 Regulation FD Disclosure**

On June 29, 2026, the Company issued a press release announcing Mr. Hyllengren’s appointment as Chief Financial Officer. A copy of the press release is furnished as Exhibit 99.1 to this Current Report. The information in this Item 7.01, including Exhibit 99.1 attached hereto shall not be deemed “filed” for the purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference into any filing made by the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

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**Item 9.01 Financial Statements and Exhibits.**

**(d) Exhibits.**

Exhibit No.	Description
10.1	<a href="#">Offer Letter by and between the Company and Eric Hyllengren, dated as of June 18, 2026</a>
99.1	<a href="#">Press Release dated June 29, 2026</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURES**

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

**TENAYA THERAPEUTICS, INC.**

By: /s/ Jennifer Drimmer Rokovich  
Jennifer Drimmer Rokovich  
General Counsel and Secretary

Date: June 29, 2026

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171 Oyster Point Boulevard, Suite 500  
South San Francisco, CA 94080

June 18, 2026

Eric Hyllengren

Dear Eric:

On behalf of Tenaya Therapeutics, Inc. (“Tenaya” or the “Company”), I am pleased to invite you to join the Company as Chief Financial Officer, reporting to the Company’s Chief Executive Officer. Your primary work location will be Thousand Oaks, California. In this position, you will be an integral member of the Tenaya team and contribute to building a great company. We look forward to the possibility of your joining our Company.

Below are details of the compensation and benefits program we are offering as part of your employment with Tenaya, as well as other terms of your employment. Should you have questions regarding any part of this offer, or wish to receive additional details, please let us know.

Your annual salary will be \$490,000.00, less payroll deductions and all required withholdings, paid biweekly over the calendar year.

In this position you will also be eligible to earn an annual discretionary bonus with a target amount equal to 40% of your base salary. The amount of this bonus will be determined in the sole discretion of the Board of Directors (the “Board”) or the Compensation Committee of the Board (the “Compensation Committee”) and based, in part, on your performance and the performance of the Company during the calendar year as well as any other criteria that the Board or the Compensation Committee deems relevant. The bonus is not earned until paid and no pro-rated amount will be paid if your employment terminates for any reason prior to the payment date. Any bonus for the calendar year in which your employment begins will be prorated, based on the number of days you are employed by the Company. You must be employed by September 30th of the year in order to be eligible for the bonus for that calendar year.

In connection with your employment, you shall be eligible to participate in employee benefits available to full-time regular employees, subject to the terms and conditions of such benefit plans, including but not limited to, medical, dental and vision plans, life, AD&D, and long-term disability insurance plans, 401(k) retirement plan, flexible spending accounts and an employee assistance plan. The Company may change compensation and benefits from time to time in its discretion.

An important component of your compensation includes the opportunity for ownership in the Company. As an inducement to your joining Tenaya as an employee, subject to approval by the Company’s Board or the Compensation Committee, the Company anticipates granting you an option to purchase 1,650,000 shares of the Company’s common stock (with such number subject to



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equitable adjustment for any Company stock split or similar Company capitalization event) at an exercise price per share equal to the fair market value of a share of the Company's common stock, as determined by the Board or the Compensation Committee as of the date of the grant (the "Option"). The Option will vest as follows: 25% of the shares subject to the Option will vest on the one year anniversary of the vesting commencement date (which will be your start date) and 1/48th of the shares subject to the Option will vest each month thereafter on the same day of the month as the vesting commencement date (and if there is no corresponding day, on the last day of the month), subject to you continuing to be a service provider of the Company through each such date. The Option will be subject to the terms and conditions of the Company's then-current equity incentive plan and your grant agreement on a form approved by the Board or the Compensation Committee.

Subject to approval by the Compensation Committee and/or Board of Directors, you will be eligible to participate in the Company's Executive Change in Control and Severance Plan (the "Severance Plan") at the Tier 2 level of benefits. Your participation in the Severance Plan will be subject to all terms and conditions of the Severance Plan and the related participation agreement that will be provided to you. Additional information regarding the Severance Plan will be provided to you following your start date.

As a condition of your employment, you agree to and must abide by the Company's policies. You also agree to read, sign and comply with the Company's At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement ("Proprietary Information Agreement"), which is enclosed.

In your work for the Company, you will be expected to not make any unauthorized use of, or disclose, the confidential information or materials, including trade secrets, of any former employer or other third party to whom you owe an obligation of confidentiality. Rather, you will be expected to use only that information generally known and used by persons with training and experience comparable to your own, which information is common knowledge in the industry or otherwise legally available in the public domain, or which is otherwise provided or developed by the Company. By accepting employment with the Company, you are representing to us that you will be able to perform your duties within the guidelines described in this paragraph. You represent further that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company in any manner.

This offer and employment are subject to proof of your legal right to work in the United States, and your completing Verification Form I-9 and providing appropriate documentation within three (3) days of your start date. Further, the Company reserves the right to conduct background investigations, employment verifications, reference checks and/or additional checks appropriate to your role. Your offer and employment, therefore, are contingent upon satisfactory results and/or clearance of such items, if any. Any intentional misrepresentation or omission concerning your employment history



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may result in actions up to and including revocation of this offer or termination of your employment at the Company.

Your employment relationship is at-will and this at-will relationship cannot be changed except in writing signed by both you and the CEO. Accordingly, you may terminate your employment with the Company at any time with or without cause or advance notice. Likewise, the Company may terminate your employment at any time and for any reason. Except as to the at-will nature of your employment, the Company retains the discretion to modify the terms and conditions of your employment at any time.

You agree that any dispute regarding your employment, including disputes regarding compensation and any and all other conflicts, shall be resolved by final and binding arbitration on an individual basis only, and not on a class, collective, or private attorney general representative basis on behalf of other employees. You and the Company agree to bring any dispute in arbitration before JAMS, pursuant to the JAMS Employment Rules & Procedures (which can be reviewed at <http://www.jamsadr.com/rules-employment-arbitration/>). You on the one hand, and the Company on the other, waive any rights to a jury trial or a bench trial in connection with the resolution of any dispute under this Agreement (although both parties may seek interim emergency relief from a court to prevent irreparable harm pending the conclusion of any arbitration). This Agreement shall be construed and interpreted in accordance with the laws of the State of California and the Federal Arbitration Act ("FAA"). In the case of a conflict, the FAA will control.

This letter, together with your Proprietary Information Agreement, forms the complete and exclusive statement of your agreement with the Company concerning this offer. The terms of this letter supersede any other representations or agreements made to you by any party, whether oral or written. The terms of our agreement cannot be changed (except those changes expressly reserved to the Company's discretion in this letter) other than by a written agreement signed by you and a duly authorized officer of the Company. This agreement is to be governed by the laws of the state of California without reference to its conflicts of law principles. In case any provision contained in this agreement shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability will not affect the other provisions of this agreement, and such provision will be construed and enforced so as to render it valid and enforceable consistent with the general intent of the parties insofar as possible under applicable law. With respect to the enforcement of this agreement, no waiver of any right hereunder will be effective unless it is in writing. This agreement may be executed in more than one counterpart, and signatures transmitted electronically will be deemed equivalent to originals.

If you wish to accept employment at the Company under the terms described above, please sign and date this letter and the Proprietary Information Agreement no later than 5:00 pm, June 22, 2026. If you do not return these signed documents by this deadline, the Company's offer will expire. If you accept



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our offer, your start date with us will be Monday, July 13, 2026, or on a date agreed upon by you and Tenaya Management.

Tenaya is an ambitious undertaking, and we fully anticipate the Company to become a leader in innovating, developing, and commercializing therapies in heart failure. To this end, we are assembling a team of uniquely qualified individuals with extraordinary knowledge, skills, and drive. We look forward to your acceptance and to a productive and enjoyable working relationship.

Sincerely,

/s/ Jennifer Drimmer Rokovich  
Jennifer Drimmer Rokovich, J.D.  
General Counsel and Secretary  
171 Oyster Point Boulevard, Suite 500  
South San Francisco, CA 94080

Understood and Accepted:

/s/ Eric Hyllengren                      18-Jun-26  
Eric Hyllengren                              Date

Enclosed: Employee Confidential Information and Inventions Assignment Agreement



## Tenaya Therapeutics Appoints Eric Hyllengren as Chief Financial Officer

*Experienced Industry Leader Brings Two Decades of Finance, Strategic and Operational Expertise*

**SOUTH SAN FRANCISCO, Calif., June 29, 2026** – Tenaya Therapeutics, Inc. (NASDAQ: TNYA), a clinical-stage biotechnology company with a mission to discover, develop and deliver potentially curative therapies that address the underlying causes of heart disease, today announced the appointment of Eric Hyllengren as Chief Financial Officer, effective July 13, 2026. In this role, he will oversee financial strategy, capital allocation, investor relations and corporate development.

“We are excited to welcome Eric to our leadership team as he is a highly accomplished finance executive with a proven track record of guiding organizations through a variety of strategic clinical and corporate developments, including a background in the cell and gene therapy space,” said Faraz Ali, Chief Executive Officer of Tenaya. “As Tenaya advances its genetic medicines for heart disease toward pivotal clinical trials and seeks to develop its next horizon of cardiovascular disease medicines, we expect Eric’s deep expertise in finance, business development, and operations will be invaluable in creating long-term value for patients and shareholders.”

“I am thrilled to join Tenaya at such a vital time in its evolution,” said Mr. Hyllengren. “With two programs demonstrating promising safety and efficacy clinical data, a third candidate with broad potential utility poised to advance, and deep cardiovascular target discovery expertise, Tenaya is well positioned to capitalize on the opportunity to transform the treatment of heart conditions. I look forward to partnering closely with the leadership team to execute on Tenaya’s strategic priorities, optimize capital allocation, and support the advancement of its promising therapies.”

Mr. Hyllengren brings more than two decades of experience in biotechnology finance, capital markets, and corporate strategy. He most recently served as Chief Financial Officer and Executive Vice President of Zura Bio, where he helped strengthen the company’s financial position to support its clinical development programs. Prior to Zura Bio, he served as Chief Financial Officer and Chief Operating Officer at Atara Biotherapeutics, where he executed more than \$500 million in public financings and guided the company through significant organizational transformation. Earlier in his career, Mr. Hyllengren held roles of increasing responsibility across finance, investor relations and business development over the course of fifteen years at Amgen.

Mr. Hyllengren holds a Master of Business Administration from the Kellogg School of Management at Northwestern University and a Bachelor of Business Administration from the University of Notre Dame.

Tenaya also announced the retirement of Hiro Higa, Senior Vice President, Finance at Tenaya Therapeutics in the third quarter of 2026. Mr. Higa’s retirement is unrelated to Mr. Hyllengren’s hire; he will remain with Tenaya and continue to serve as a consultant to facilitate a smooth transition of the finance and accounting function.

Reflecting on Mr. Hiro’s departure, Mr. Ali said, “During his six-year tenure at Tenaya, Hiro contributed significantly to the establishment of its financial infrastructure, directed all financial planning activities and played a key role in guiding Tenaya through its initial public offering. We are deeply grateful for his many contributions and wish him all the best in his retirement.”

### **About Tenaya Therapeutics**

Tenaya Therapeutics is a clinical-stage biotechnology company committed to a bold mission: to discover, develop and deliver potentially curative therapies that address the underlying drivers of heart disease. Tenaya’s pipeline includes clinical-stage candidates TN-201, a gene therapy for *MYBPC3*-associated hypertrophic cardiomyopathy (HCM); TN-401, a gene therapy for *PKP2*-associated arrhythmogenic right ventricular cardiomyopathy (ARVC); and TN-301, a highly specific small molecule HDAC6 inhibitor with broad potential clinical utility in cardiac, metabolic and muscular conditions, including heart failure with preserved ejection fraction (HFpEF) and Duchenne muscular dystrophy (DMD). Tenaya has employed a suite of integrated internal capabilities including modality agnostic target discovery and validation, to generate a portfolio of novel medicines based on genetic insights, aimed at the treatment of both rare genetic disorders and more prevalent heart conditions. For more information, visit [www.tenayatherapeutics.com](http://www.tenayatherapeutics.com).

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**Tenaya Contacts**

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**Investors**

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**Media**

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