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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

September 30, 2010  
Date of Report (date of earliest event reported)

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**HANMI FINANCIAL CORPORATION**  
(exact names of registrant as specified in its charter)

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Delaware  
(state or other jurisdiction of  
incorporation or organization)

Commission File Number  
000-30421

95-4788120  
(I.R.S. Employer Identification Number)

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3660 Wilshire Boulevard, Ph-A  
Los Angeles, California 90010  
(Address of principal executive offices, including zip code)

(213) 382-2200  
(Registrant's telephone number, including area code)

Not Applicable  
(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))
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**Item 1.01. Entry into Material Definitive Agreement.**

On September 30, 2010, Hanmi Financial Corporation (the “Company”) and Woori Finance Holdings Co. Ltd. (“Investor”) entered into Amendment No. 1 (the “Amendment”) to that certain Securities Purchase Agreement (the “Agreement”), dated May 25, 2010. Pursuant to correspondence with NASDAQ regarding the application of its voting rights policy, the Amendment amends and restates Section 5.3 of the Agreement, which addresses the initial make-up of the Company’s (and its subsidiaries) Board of Directors following the closing of the transaction between the Company and Investor. The Agreement provided that the Board of Directors would be comprised of seven (7) directors and granted Investor the right to appoint five (5) directors, one of whom would be the Company’s Chief Executive Officer and President, with the other two (2) directors selected by the Company from the directors serving immediately prior to the closing.

Following the Amendment, Investor has the right to appoint four (4) directors and propose the individual who will serve as the Company’s Chief Executive Officer and President; the proposal being subject to agreement by the Company, receipt of the necessary regulatory approvals and compliance with applicable law. The Chief Executive Officer and President will also serve as a director and the remaining two (2) directors will be selected by the Company from the directors serving immediately prior to the closing. In addition, the Amendment clarifies that Investor’s contractual appointment right is a one-time right. Following exercise of Investor’s appointment right, it will rely upon its voting rights under, and subject to compliance with applicable laws, rules and regulations and the Company’s Amended and Restated Certificate of Incorporation and Bylaws. Finally, the Amendment changes the Outside Date (as that term is defined in the Agreement) from September 30, 2010 to November 15, 2010.

A copy of the Amendment is filed herewith as Exhibit 10.1 and is incorporated into this Current Report on Form 8-K by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<u>Number</u>	<u>Description</u>
10.1	Amendment No. 1 to Securities Purchase Agreement, dated September 30, 2010

**SIGNATURE**

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.

**HANMI FINANCIAL CORPORATION**  
*(Registrant)*

Date: September 30, 2010

By: /s/ Jay S. Yoo  
**Jay S. Yoo**  
**President and Chief Executive Officer**

INDEX TO EXHIBITS

Number	Description
10.1	Amendment No. 1 to Securities Purchase Agreement, dated September 30, 2010

**AMENDMENT NO. 1  
TO  
SECURITIES PURCHASE AGREEMENT**

THIS AMENDMENT NO. 1 TO SECURITIES PURCHASE AGREEMENT, dated as of September [ ], 2010 (this "Amendment"), is entered into by and between Hanmi Financial Corporation, a Delaware corporation and registered holding company with its principal offices in Los Angeles, California (the "Company"), and Woori Finance Holdings Co. Ltd., a Korean corporation with its principal offices in Seoul, Korea (the "Purchaser").

WHEREAS, the Company and the Purchaser are parties to that certain Securities Purchase Agreement, dated as of May 25, 2010 (the "Purchase Agreement"); and

WHEREAS, the parties hereto desire to amend and restate Section 5.2 and the last paragraph of Section 7.1 of the Purchase Agreement as provided herein.

NOW THEREFORE, in consideration of the premises and mutual agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

**Article 1. Definitions.** Capitalized terms used but not otherwise defined in this Amendment shall have the same meanings ascribed to them in the Purchase Agreement.

**Article 2. Amendment of the Purchase Agreement.** Section 5.2 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

- 5.2. **Board of Directors.** The Purchaser and the Company agree that upon the Closing (i) the initial Board of Directors shall comprised of seven (7) directors, of which two (2) shall be existing directors of the Company and one (1) shall be the CEO/President of the Company, and (ii) subject to discussions with the appropriate regulatory authorities and compliance with applicable law, the Purchaser shall have the right to nominate at least four (4), but in no event less than four (4), directors (the "Purchaser Nominees") to the initial Board of Directors of the Company. Subject to discussions with the appropriate regulatory authorities and compliance with applicable law, the CEO/President shall initially be a Person proposed by the Purchaser and agreed upon by the Company. Notwithstanding the foregoing and in regards to the initial Board of Directors, the Purchaser shall have the right to nominate additional directors in proportion (rounded to the nearest whole number) to its shareholdings in the Company, consistent with the applicable listing rules of the Principal Trading Market or a derogation or exception obtained in regards thereto. After the Closing and the appointment of the initial Board of Directors, the directors of the Company shall be nominated and appointed pursuant to, and in accordance with, applicable laws, rules and regulations, including, but not limited to the applicable listing rules of the Principal Trading Market. The Purchaser shall provide the Company with the identities of the Purchaser Nominees at least 20 calendar days before the Closing Date in order to provide the Company with sufficient time to provide its stockholders with the notice required by Exchange Act

Rule 14f-1. On the Closing Date, the Company shall cause the resignation of the directors to be identified by the Company prior to the Closing Date (the “Resigning Directors”). Pursuant to Section 223 of the Delaware General Corporate Law and the Company’s bylaws, immediately upon the resignation of the Resigning Directors, the remaining directors shall appoint the Purchaser Nominees to the Board. Such Purchaser Nominees shall serve as directors of the Company until the next annual meeting of the stockholders. Subject to legal and governance requirements regarding service as directors of the Company, the Board will recommend to its stockholders the election of the Purchaser Nominees. Upon the death, resignation, retirement, disqualification or removal from office of any Purchaser Nominee, the Purchaser shall have right to designate a replacement, which replacement shall satisfy all legal and governance requirements regarding service as a director of the Company. The Purchaser shall have the same proportional representation on any committee or subcommittee of the Board and board of directors of each of the Subsidiaries.

**Article 3.** The last paragraph of Section 7.1(h) of the Purchase Agreement is hereby amended and restated in its entirety as follows:

For the purposes of this Agreement, the term “Outside Date” shall mean November 15, 2010 or such later date as may be agreed upon by the Parties in writing.

**Article 4. Continuing Effect of the Purchase Agreement.** Except as specifically provided in this Amendment, the Purchase Agreement shall continue in full force and effect in accordance with its terms.

*[Signatures on the Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**WOORI FINANCE HOLDINGS CO. LTD**

By: /s/ Pal -Seung Lee

Pal -Seung Lee  
Chairman and Chief Executive Officer

**HANMI FINANCIAL CORPORATION**

By: /s/ Joseph K. Rho

Joseph K. Rho  
Chairman of the Board