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

SCHEDULE 13D Under the Securities Exchange Act of 1934 (Amendment No. ___)

Hanmi Financial Corporation

(Name of Issuer)

Common Stock, par value \$0.001 (Title of Class of Securities)

410495105

(CUSIP Number)

Brian E. Cho Chief Financial Officer Hanmi Financial Corporation 3660 Wilshire Boulevard, Penthouse A Los Angeles, California 90010 (213) 382-2200

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

September 4, 2009

(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 Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [].

The remainder of this cover page shall be filled out for 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 ("Act") 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	NAME OF REPORTING PERSON Leading Investment & Securities Co., Ltd.				
	I.R.S. IDENTIFICAT	ION NO.	OF ABOVE PERSON		
2	CHECK THE APPROPRI	ATE BOX	IF A MEMBER OF A GROUP	(a) [X] (1) (b) []	
3	SEC USE ONLY				
4	SOURCE OF FUNDS				
	CHECK BOX IF DISCI IS REQUIRED PURSUA	[]			
		ENSHIP OR PLACE OF ORGANIZATION Kor			
			OLE VOTING POWER	C	
			HARED VOTING POWER	5,070,423	
ERSON WITH	9 S	OLE DISPOSITIVE POWER	C		
		10 S	HARED DISPOSITIVE POWER	5,070,423	
		R	GGREGATE AMOUNT BENEFICIALLY OWN EPORTING PERSON	5,070,423	
12	CHECK BOX IF THE A EXCLUDES CERTAIN S	.GGREGATE	AMOUNT IN ROW (11)	د	

13 PER	CENT OF CLASS R	EPRESENTED BY AMOUNT IN ROW (11)	9.9%(2)		
14 TYP	E OF REPORTING		CO BD		
of Da Dae H LLC. is th of Le appro Partn Secur is al	e Hyuk Park, IW. yuk Park is the IWL Partners LL e sole owner of ading Investmen ximately 3.3% o ers LLC directl ities Co., Ltd. so a director o	Securities Co., Ltd. forms part of a group w L Partners LLC, Value F2, LLC and Leading Val Chief Executive Officer and sole owner of IW C is the general partner of Leading Value Fun Value F2, LLC, which in turn owns approximat & Securities Co., Ltd. Dae Hyuk Park direct f Leading Investment & Securities Co., Ltd. a y owns approximately 10.7% of Leading Investm	ue Fund. L Partners d, which ely 32.7% ly owns nd IWL ent &		
share Secur numbe	s of Common Sto ities Co., Ltd. r of shares of after giving ef	alculated based upon the total amount of outs ck beneficially owned by Leading Investment & divided by 51,216,390, which represents the Common Stock issued and outstanding as of Sep fect to the transaction reported herein.	total		
1 NAM	E OF REPORTING	PERSON Dae	Hyuk Park		
I.R	.S. IDENTIFICAT	ION NO. OF ABOVE PERSON			
2 CHE	CK THE APPROPRI		a) [X] (1) b) []		
	USE ONLY				
4 SOU	RCE OF FUNDS		WC (2)		
5 CHE IS	CK BOX IF DISCLA REQUIRED PURSUA	DSURE OF LEGAL PROCEEDINGS NT TO ITEM 2(d) or 2(e)	[]		
6 CIT	IZENSHIP OR PLA	CE OF ORGANIZATION	Korea		
NUMBER OF		7 SOLE VOTING POWER	0		
BY THE REP	ORTING	8 SHARED VOTING POWER	5,070,423		
PERSON WIT		9 SOLE DISPOSITIVE POWER	0		
		10 SHARED DISPOSITIVE POWER	5,070,423		
		11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY REPORTING PERSON	THE 5,070,423		
	LUDES CERTAIN S		[]		
	CENT OF CLASS R	EPRESENTED BY AMOUNT IN ROW (11)	9.9%(3)		
 14 TYP	E OF REPORTING	PERSON	IN		
Secur Fund. Partn Fund, appro Park Co., Inves is al) Dae Hyuk Park forms part of a group with each of Leading Investment & Securities Co., Ltd., IWL Partners LLC, Value F2, LLC and Leading Value Fund. Dae Hyuk Park is the Chief Executive Officer and sole owner of IWL Partners LLC. IWL Partners LLC is the general partner of Leading Value Fund, which is the sole owner of Value F2, LLC, which in turn owns approximately 32.7% of Leading Investment & Securities Co., Ltd. Dae Hyuk Park directly owns approximately 3.3% of Leading Investment & Securities Co., Ltd. and IWL Partners LLC directly owns approximately 10.7% of Leading Investment & Securities Co., Ltd. Dae Hyuk Park is also a director of each of Leading Value Fund and Value F2, LLC and the Vice Chairman of Leading Investment & Securities Co., Ltd.				
		used in making the acquisition is the working & Securities Co., Ltd.	capital		
share by 51 issue trans	This percentage is calculated based upon the total amount of outstanding shares of Common Stock beneficially owned by the Reporting Persons, divided by 51,216,390, which represents the total number of shares of Common Stock issued and outstanding as of September 4, 2009 after giving effect to the transaction reported herein. IP NO. 410495105				

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I.R.S. IDENTIFICATION NO. OF ABOVE PERSON

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP		
	SEC USE ONLY		
4	SOURCE OF FUNDS	WC (2)	
5	CHECK BOX IF DIS IS REQUIRED PURS	r 1	
6	CITIZENSHIP OR P	LACE OF ORGANIZATION	Korea
JMBER	OF SHARES	7 SOLE VOTING POWER	C
	REPORTING	8 SHARED VOTING POWER	5,070,423
	WITH	9 SOLE DISPOSITIVE POWER	C
		10 SHARED DISPOSITIVE POWER	5,070,423
		11 AGGREGATE AMOUNT BENEFICIALLY O REPORTING PERSON	WNED BY THE 5,070,423
	CHECK BOX IF THE EXCLUDES CERTAIN	AGGREGATE AMOUNT IN ROW (11) SHARES	[]
13	PERCENT OF CLASS	REPRESENTED BY AMOUNT IN ROW (11)	9.9%(3)
14	TYPE OF REPORTIN		00
i V	s also a director ice Chairman of L	d. Dae Hyuk Park of each of Leading Value Fund and Value eading Investment & Securities Co., Ltd.	
i V) T o) T s b i t	s also a director ice Chairman of L he source of fund f Leading Investm his percentage is hares of Common S y 51,216,390, whi	of each of Leading Value Fund and Value eading Investment & Securities Co., Ltd. s used in making the acquisition is the ent & Securities Co., Ltd. calculated based upon the total amount tock beneficially owned by the Reporting ch represents the total number of shares ding as of September 4, 2009 after givin	working capital of outstanding Persons, divided of Common Stock
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i V) T ;) T ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ; ;	s also a director ice Chairman of L he source of fund f Leading Investm his percentage is hares of Common S y 51,216,390, whi ssued and outstan ransaction report. NO. 410495105	of each of Leading Value Fund and Value eading Investment & Securities Co., Ltd. s used in making the acquisition is the ent & Securities Co., Ltd. calculated based upon the total amount tock beneficially owned by the Reporting ch represents the total number of shares ding as of September 4, 2009 after givin ed herein.	working capital of outstanding Persons, divided of Common Stock g effect to the
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i V V) T S b i t t S S I V S S I P : 1 2 1 2 2 5 6 6 6 7 MBER NEFI	s also a director ice Chairman of L he source of fund f Leading Investmu his percentage is hares of Common S y 51,216,390, whi ssued and outstan ransaction report NO. 410495105 	of each of Leading Value Fund and Value eading Investment & Securities Co., Ltd. s used in making the acquisition is the ent & Securities Co., Ltd. calculated based upon the total amount tock beneficially owned by the Reporting ch represents the total number of shares ding as of September 4, 2009 after givin ed herein. G PERSON ATION NO. OF ABOVE PERSON RIATE BOX IF A MEMBER OF A GROUP CLOSURE OF LEGAL PROCEEDINGS JANT TO ITEM 2(d) or 2(e) LACE OF ORGANIZATION 7 SOLE VOTING POWER 8 SHARED VOTING POWER	<pre>working capital of outstanding Persons, divided of Common Stock g effect to the Value F2, LLC (a) [X] (1) (b) []</pre>
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i V V S) T S b i t t V SIP 1 V SIP 1 1 V S I P 3 1 V S S P 5 S MBER S NEFI	s also a director ice Chairman of L he source of fund f Leading Investmu his percentage is hares of Common S y 51,216,390, whi ssued and outstan ransaction report NO. 410495105 	of each of Leading Value Fund and Value eading Investment & Securities Co., Ltd. s used in making the acquisition is the ent & Securities Co., Ltd. calculated based upon the total amount tock beneficially owned by the Reporting ch represents the total number of shares ding as of September 4, 2009 after givin ed herein. G PERSON ATION NO. OF ABOVE PERSON RIATE BOX IF A MEMBER OF A GROUP CLOSURE OF LEGAL PROCEEDINGS JANT TO ITEM 2 (d) or 2 (e) LACE OF ORGANIZATION 7 SOLE VOTING POWER 	<pre>working capital of outstanding Persons, divided of Common Stock g effect to the</pre>
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14 TYPE OF REPORTIN		00		
Value F2, LLC forms part of a group with each of Leading Investment & Securities Co., Ltd., Dae Hyuk Park, IWL Partners LLC and Leading Value Fund. Dae Hyuk Park is the Chief Executive Officer and sole owner of IWL Partners LLC. IWL Partners LLC is the general partner of Leading Value Fund, which is the sole owner of Value F2, LLC, which in turn owns approximately 32.7% of Leading Investment & Securities Co., Ltd. Dae Hyuk Park directly owns approximately 3.3% of Leading Investment & Securities Co., Ltd. and IWL Partners LLC directly owns approximately 10.7% of Leading Investment & Securities Co., Ltd. Dae Hyuk Park is also a director of each of Leading Value Fund and Value F2, LLC and the Vice Chairman of Leading Investment & Securities Co., Ltd.				
	The source of funds used in making the acquisition is the working capital of Leading Investment & Securities Co., Ltd.			
shares of Common S by 51,216,390, wh	calculated based upon the total amount of tock beneficially owned by the Reporting 3 ch represents the total number of shares of ding as of September 4, 2009 after giving ted herein.	Persons, divided of Common Stock		
1 NAME OF REPORTIN	IG PERSON Lea	ading Value Fund		
I.R.S. IDENTIFIC	ATION NO. OF ABOVE PERSON			
2 CHECK THE APPROI	PRIATE BOX IF A MEMBER OF A GROUP	(a) [X] (1) (b) []		
3 SEC USE ONLY				
4 SOURCE OF FUNDS		WC (2)		
IS REQUIRED PURS	CLOSURE OF LEGAL PROCEEDINGS WANT TO ITEM 2(d) or 2(e)	[]		
	PLACE OF ORGANIZATION	Korea		
MBER OF SHARES	7 SOLE VOTING POWER	0		
NEFICIALLY OWNED	8 SHARED VOTING POWER	5,070,423		
ERSON WITH	9 SOLE DISPOSITIVE POWER	0		
	10 SHARED DISPOSITIVE POWER	5,070,423		
	11 AGGREGATE AMOUNT BENEFICIALLY OW REPORTING PERSON	NED BY THE 5,070,423		
12 CHECK BOX IF THE EXCLUDES CERTAIN	AGGREGATE AMOUNT IN ROW (11) I SHARES	[]		
13 PERCENT OF CLASS	REPRESENTED BY AMOUNT IN ROW (11)	9.9%(3)		
14 TYPE OF REPORTIN		00		
 Leading Value Fund Securities Co., Lt Dae Hyuk Park is t LLC. IWL Partners is the sole owner of Leading Investr approximately 3.3³ Partners LLC direc Securities Co., Lt director of each of 	A forms part of a group with each of Leadin d., Dae Hyuk Park, IWL Partners LLC and V. he Chief Executive Officer and sole owner LLC is the general partner of Leading Valu of Value F2, LLC, which in turn owns appre- ment & Securities Co., Ltd. Dae Hyuk Park of for Leading Investment & Securities Co.,	ng Investment & alue F2, LLC. of IWL Partners ue Fund, which oximately 32.7% directly owns Ltd. and IWL nvestment &		
	ls used in making the acquisition is the wo lent & Securities Co., Ltd.	orking capital		
shares of Common S by 51,216,390, wh		Persons, divided of Common Stock		
-	es to shares of common stock, par value \$			

This Schedule 13D relates to shares of common stock, par value \$0.001 per share (the "Common Stock"), of Hanmi Financial Corporation, a Delaware corporation (the "Issuer"), held by the persons identified herein. The address of the

principal executive office of the Issuer is 3660 Wilshire Boulevard, Penthouse Suite A, Los Angeles California 90010.

Item 2. Identity and Background

This Schedule 13D is filed jointly by Leading Investment & Securities Co., Ltd., a Korean corporation ("Leading Investment"), Dae Hyuk Park, a Korean citizen ("Park"), IWL Partners LLC, a Korean limited liability company ("IWL Partners"), Value F2, LLC, a Korean limited liability company ("Value F2"), and Leading Value Fund, a Korean hapja heosa, which is akin to a United States limited partnership ("Leading Value Fund"; Leading Investment, Park, IWL Partners, Value F2 and Leading Value Fund are each sometimes referred to herein as "Reporting Person" and are collectively referred to herein as the "Reporting Persons"). The Reporting Persons are making this single, joint filing because they may be deemed to constitute a "group" within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended (the "Act"), with respect to the transaction described in Item 3 of this Schedule 13D and thus are eligible to make a joint filing under Rule 13d-1(k) promulgated under the Act. Attached hereto as Exhibit 99.1, and incorporated herein by reference, is a Joint Filing Agreement among Reporting Persons indicating that this statement is filed on behalf of each of such Reporting Persons.

Leading Investment

Leading Investment is a Korea-based financial service provider, specializing in providing securities brokerage, mergers and acquisitions and investment banking services and other financial services to a broad range of clients, including corporations, institutional investors and individuals. The address of the principal business office of Leading Investment is W Savings Bank Building, 5th Floor, 90-7 Nonhyeon-Dong, Gangnam-Gu, Seoul 135-818, Korea.

Park

Park currently serves as Chief Executive Officer of IWL Partners and Vice Chairman of Leading Investment. He is also a director of Leading Value Fund, Value F2, Value F1, LLC and W Mutual Savings Bank Co., Ltd. The address of the principal business office of Park is W Savings Bank Building, 6th Floor, 90-7 Nonhyeon-Dong, Gangnam-Gu, Seoul 135-818, Korea.

IWL Partners

IWL Partners is a limited liability company, which was founded in 2007 with the objective of investing in distressed assets, providing syndicated capital and loans, and restructuring the management and corporate structure of private or public companies in the financial industry. IWL Partners acts as the sole general and voting partner of Leading Value Fund. The address of the principal business of IWL Partners is W Savings Bank Building, 6th Floor, 90-7 Nonhyeon-Dong, Gangnam-Gu, Seoul 135-818, Korea.

Value F2

Value F2 is an investment holding company. The address of the principal business office of Value F2 is W Savings Bank Building, 6th Floor, 90-7 Nonhyeon-Dong, Gangnam-Gu, Seoul 135-818, Korea.

Leading Value Fund

Leading Value Fund is a private equity fund. The address of the principal business office of Leading Value Fund is W Savings Bank Building, 6th Floor, 90-7 Nonhyeon-Dong, Gangnam-Gu, Seoul 135-818, Korea.

None of the Reporting Persons has, during the last five (5) years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or been a party to a civil proceeding of a judicial or administrative body

of competent jurisdiction resulting in a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, Federal or State securities laws or finding any violation with respect to such laws.

Item 3. Source and Amount of Funds or Other Consideration

On September 4, 2009, the Issuer issued 5,070,423 shares of Common Stock to Leading Investment at a price of \$1.37 per share in exchange for a purchase price of \$6.9 million paid by Leading Investment (the "Transaction"), in accordance with the terms of the Securities Purchase Agreement dated as of June 12, 2009 between the Issuer and Leading Investment, as amended by the First Amendment to the Securities Purchase Agreement dated as of July 31, 2009 between the Issuer and Leading Investment (as amended, the "Securities Purchase Agreement"). The acquisition represents 9.9% of the issued and outstanding shares of Common Stock of the Issuer after giving effect to such purchase.

In connection with the Transaction, the Issuer and Leading Investment also

entered into a Registration Rights Agreement dated as of June 12, 2009 (the "Registration Rights Agreement"), pursuant to which the Issuer agreed to grant Leading Investment certain demand registration rights with respect to the shares purchased in the Transaction.

Leading Investment provided the necessary funds for the Transaction from existing working capital.

The summary descriptions contained in this Schedule 13D of the Securities Purchase Agreement, the First Amendment to the Securities Purchase Agreement and the Registration Rights Agreement and other related agreements do not purport to be complete and are qualified in their entirety by reference to the complete text of such agreements listed in Item 6 and incorporated herein by reference.

Item 4. Purpose of Transaction

Leading Investment engaged in the Transaction (as described in Item 3 above) solely for investment purposes.

Pursuant to the terms of the Securities Purchase Agreement, it is expected that Leading Investment will acquire an additional 3,009,189 shares of the Issuer's Common Stock in exchange for an approximate purchase price of \$4.1 million, subject to the receipt of all necessary regulatory approvals. The additional acquisition, together with the initial acquisition, will represent up to 14.9% of the issued and outstanding Common Stock of the Issuer after giving effect to the sale of such shares.

IWL Partners recently completed a due diligence review of the Issuer and is in discussions with the Issuer regarding a substantial capital investment. These discussions remain subject to negotiation of mutually satisfactory definitive documentation. IWL Partners has the exclusive right to negotiate with the Issuer until September 30, 2009. IWL Partners would expect such definitive agreements to include customary terms, including receipt of all required regulatory and shareholder approvals, as necessary. In connection with the discussions between IWL Partners and the Issuer, IWL Partners has made proposals that include one or more actions described in subsections (a) through (j) of Item 4 of Schedule 13D. The Reporting Persons reserve the right to formulate plans or make proposals, and take such action with respect thereto, including any or all of the items set forth in subsections (a) through (j) of Item 4 of Schedule 13D and any other actions, as they may determine.

Item 5. Interest in Securities of the Issuer

(a), (b) There were 51,216,390 shares of Common Stock issued and outstanding as of the close of business on September 4, 2009. As of the date hereof, Leading Investment has beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) and shared power to vote and shared dispositive power over 5,070,423 shares of Common Stock, which represents approximately 9.9% of the shares of Common Stock deemed to be issued and outstanding as of September 4, 2009, taking into account the total amount of outstanding shares of Common Stock beneficially owned by Leading Investment, divided by 51,216,390. Beneficial and percentage ownership by each of the Reporting Persons of Common Stock, and voting power held by each Reporting Person, reported in this Item 5 is based on the foregoing and is limited to the number of Shares of Common Stock such Reporting Person may acquire within 60 days of September 4, 2009.

Each of Park, IWL Partners, Value F2 and Leading Value Fund beneficially owns 5,070,423 shares of Common Stock by virtue of its or his relationship with Leading Investment. Park is the Chief Executive Officer and

2

sole owner of IWL Partners. IWL Partners is the general partner of Leading Value Fund, which is the sole owner of Value F2, which in turn owns approximately 32.7% of Leading Investment. Park also directly owns approximately 3.3% of Leading and IWL Partners directly owns approximately 10.7% of Leading Investment. Park is also a director of each of Leading Value Fund, Value F2 and the Vice Chairman of Leading Investment. The Reporting Persons share voting power and dispositive power with respect to the 5,070,423 shares of Common Stock held by Leading Investment.

- (c) Leading Investment has not effected any transaction in the Issuer's securities in the last 60 days.
- (d) Not applicable.
- (e) Not applicable.
- Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Park is the Chief Executive Officer and sole owner of IWL Partners. IWL Partners is the general partner of Leading Value Fund, which is the sole owner of Value F2, which in turn owns approximately 32.7% of Leading Investment. Park directly owns approximately 3.3% of Leading Investment and IWL Partners directly owns approximately 10.7% of Leading Investment. Park is also a director of each of

Leading Value Fund and Value F2 and the Vice Chairman of Leading Investment.

As part of the Transaction, Leading Investment entered into or approved the following agreements:

(a) Securities Purchase Agreement dated as of June 12, 2009, between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.1 of the Issuer's current report on Form 8-K filed on June 15, 2009).

(b) Registration Rights Agreement dated as of June 12, 2009 between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.2 of the Issuer's current report on Form 8-K filed on June 15, 2009).

(c) First Amendment to the Securities Purchase Agreement dated as of July 31, 2009 between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.1 of the Issuer's current report on Form 8-K filed on August 3, 2009).

IWL Partners and the Issuer have entered into a non-binding term sheet relating to the proposed capital investment by IWL Partners discussed in Item 4 hereof, which would involve the acquisition of up to \$100 million in newly issued Common Stock, less the amount invested by Leading Investment in the Transaction and the proposed second acquisition. The non-binding term sheet also contemplates that IWL Partners would receive mandatory and other customary registration rights. Pursuant to the term sheet, IWL Partners will also be granted preemptive rights with respect to convertible debt or preferred stock of the Issuer.

Item 7. Material to be Filed as Exhibits

Exhibit	Description			
Exhibit 24.1	Power of Attorney for Leading Investment			
Exhibit 24.2	Power of Attorney for Park			
Exhibit 24.3	Power of Attorney for IWL Partners			
Exhibit 24.4	Power of Attorney for Value F2			
Exhibit 24.5	Power of Attorney for Leading Value Fund			
Exhibit 99.1	Joint Filing Agreement among the Reporting Persons, dated as of September 14, 2009.			
Exhibit 99.2	3 Securities Purchase Agreement dated as of June 12, 2009, between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.1 of the Issuer's current report on Form 8-K filed on June 15, 2009).			
Exhibit 99.3	Registration Rights Agreement dated as of June 12, 2009 between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.2 of the Issuer's current report on Form 8-K filed on June 15, 2009).			
Exhibit 99.4	First Amendment to the Securities Purchase Agreement dated as of July 31, 2009 between the Issuer and Leading Investment (incorporated by reference from Exhibit 10.1 of the Issuer's current report on Form 8-K filed on August 3, 2009).			
Exhibit 99.5	Amended and Restated Term Sheet dated as of September 14, 2009 among the Issuer, Leading Investment and IWL Partners.			
	4 SIGNATURES			
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.				

LEADING INVESTMENT & SECURITIES CO., LTD.

Date: September 14, 2009

/s/ Dae Hyuk Park ------Dae Hyuk Park

IWL PARTNERS LLC

Date: Septembe	er 14, 2009	/s/ Dae Hyuk Park
		Dae Hyuk Park Vice Chairman and Chief Executive Officer
		VALUE F2, LLC
Date: Septembe	er 14, 2009	/s/ Dae Hyuk Park
		Dae Hyuk Park Representative Director
		LEADING VALUE FUND by IWL Partners LLC in its capacity as the General Partner
Date: Septembe	er 14, 2009	/s/ Dae Hyuk Park
	INDE	Dae Hyuk Park Vice Chairman and Chief Executive Officer of IWL Partners LLC X TO EXHIBITS
Exhibit		
Exhibit 24.1	Power of Attorney for	
Exhibit 24.2	Power of Attorney for	Park
Exhibit 24.3	Power of Attorney for	IWL Partners
Exhibit 24.4	Power of Attorney for	Value F2
Exhibit 24.5	Power of Attorney for	Leading Value Fund
Exhibit 99.1	Joint Filing Agreemen September 14, 2009.	t among the Reporting Persons, dated as of
Exhibit 99.2	between the Issuer an	greement dated as of June 12, 2009, d Leading Investment (incorporated by t 10.1 of the Issuer's current report on e 15, 2009).
Exhibit 99.3	between the Issuer an	greement dated as of June 12, 2009 d Leading Investment (incorporated by t 10.2 of the Issuer's current report on e 15, 2009).
Exhibit 99.4	July 31, 2009 between (incorporated by refe	e Securities Purchase Agreement dated as of the Issuer and Leading Investment rence from Exhibit 10.1 of the Issuer's 8-K filed on August 3, 2009)

Exhibit 99.5 Amended and Restated Term Sheet dated as of September 14, 2009 among the Issuer, Leading Investment and IWL Partners.

current report on Form 8-K filed on August 3, 2009).

Know all by these presents, that the undersigned hereby constitutes and appoints each of Neil Rust and Whitney Baugh, each of White & Case LLP ("White & Case"), signing singly, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned Schedules 13D, Schedules 13G, a Form ID and Forms 3, 4 and 5, and any amendments thereto, and cause such form(s) to be filed with the United States Securities and Exchange Commission (the "SEC") pursuant to Section 16(a) with respect to Forms 3, 4 and 5 and Section 13(d) and Section 13(g) with respect to Schedules 13D and Schedules 13G, of the Securities Act of 1934 and the rules thereunder, relating to the undersigned's beneficial ownership of securities in Hammi Financial Corporation;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Schedule 13G, Form ID or Forms 3, 4 or 5, or other form or report, and timely file such form or report with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is White & Case assuming, any of the undersigned's responsibilities to comply with Section 16 and Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D, Schedules 13G, Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by Hanmi Financial Corporation, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

Exhibit 24.1

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of September, 2009.

LEADING INVESTMENT & SECURITIES CO., LTD.

By: /s/ Cheul Park

Name: Cheul Park

Title: Chairman and Chief Executive Officer

Know all by these presents, that the undersigned hereby constitutes and appoints each of Neil Rust and Whitney Baugh, each of White & Case LLP ("White & Case"), signing singly, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned Schedules 13D, Schedules 13G, a Form ID and Forms 3, 4 and 5, and any amendments thereto, and cause such form(s) to be filed with the United States Securities and Exchange Commission (the "SEC") pursuant to Section 16(a) with respect to Forms 3, 4 and 5 and Section 13(d) and Section 13(g) with respect to Schedules 13D and Schedules 13G, of the Securities Act of 1934 and the rules thereunder, relating to the undersigned's beneficial ownership of securities in Hammi Financial Corporation;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Schedule 13G, Form ID or Forms 3, 4 or 5, or other form or report, and timely file such form or report with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is White & Case assuming, any of the undersigned's responsibilities to comply with Section 16 and Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D, Schedules 13G, Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by Hanmi Financial Corporation, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

Exhibit 24.2

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of September, 2009.

/s/ Dae Hyuk Park ------Signature

Dae Hyuk Park -----Print Name

Know all by these presents, that the undersigned hereby constitutes and appoints each of Neil Rust and Whitney Baugh, each of White & Case LLP ("White & Case"), signing singly, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned Schedules 13D, Schedules 13G, a Form ID and Forms 3, 4 and 5, and any amendments thereto, and cause such form(s) to be filed with the United States Securities and Exchange Commission (the "SEC") pursuant to Section 16(a) with respect to Forms 3, 4 and 5 and Section 13(d) and Section 13(g) with respect to Schedules 13D and Schedules 13G, of the Securities Act of 1934 and the rules thereunder, relating to the undersigned's beneficial ownership of securities in Hammi Financial Corporation;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Schedule 13G, Form ID or Forms 3, 4 or 5, or other form or report, and timely file such form or report with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is White & Case assuming, any of the undersigned's responsibilities to comply with Section 16 and Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D, Schedules 13G, Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by Hanmi Financial Corporation, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

Exhibit 24.3

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of September, 2009.

IWL PARTNERS LLC

By: /s/ Dae Hyuk Park

Name: Dae Hyuk Park

Title: Vice Chairman and Chief Executive Officer

Know all by these presents, that the undersigned hereby constitutes and appoints each of Neil Rust and Whitney Baugh, each of White & Case LLP ("White & Case"), signing singly, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned Schedules 13D, Schedules 13G, a Form ID and Forms 3, 4 and 5, and any amendments thereto, and cause such form(s) to be filed with the United States Securities and Exchange Commission (the "SEC") pursuant to Section 16(a) with respect to Forms 3, 4 and 5 and Section 13(d) and Section 13(g) with respect to Schedules 13D and Schedules 13G, of the Securities Act of 1934 and the rules thereunder, relating to the undersigned's beneficial ownership of securities in Hammi Financial Corporation;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Schedule 13G, Form ID or Forms 3, 4 or 5, or other form or report, and timely file such form or report with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is White & Case assuming, any of the undersigned's responsibilities to comply with Section 16 and Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D, Schedules 13G, Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by Hanmi Financial Corporation, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

Exhibit 24.4

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of September, 2009.

VALUE F2, LLC

By: /s/ Dae Hyuk Park

Name: Dae Hyuk Park Title: Representative Director

Know all by these presents, that the undersigned hereby constitutes and appoints each of Neil Rust and Whitney Baugh, each of White & Case LLP ("White & Case"), signing singly, the undersigned's true and lawful attorney-in-fact to:

(1) execute for and on behalf of the undersigned Schedules 13D, Schedules 13G, a Form ID and Forms 3, 4 and 5, and any amendments thereto, and cause such form(s) to be filed with the United States Securities and Exchange Commission (the "SEC") pursuant to Section 16(a) with respect to Forms 3, 4 and 5 and Section 13(d) and Section 13(g) with respect to Schedules 13D and Schedules 13G, of the Securities Act of 1934 and the rules thereunder, relating to the undersigned's beneficial ownership of securities in Hammi Financial Corporation;

(2) do and perform any and all acts for and on behalf of the undersigned which may be necessary or desirable to complete and execute any such Schedule 13D, Schedule 13G, Form ID or Forms 3, 4 or 5, or other form or report, and timely file such form or report with the SEC and any stock exchange or similar authority; and

(3) take any other action of any type whatsoever in connection with the foregoing which, in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to each such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, are not assuming, nor is White & Case assuming, any of the undersigned's responsibilities to comply with Section 16 and Section 13 of the Securities Exchange Act of 1934.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer required to file Schedules 13D, Schedules 13G, Forms 3, 4 and 5 with respect to the undersigned's holdings of, and transactions in, securities issued by Hanmi Financial Corporation, unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

Exhibit 24.5

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 4th day of September, 2009.

LEADING VALUE FUND by IWL Partners LLC in its capacity as the General Partner

By: /s/ Dae Hyuk Park

Name: Dae Hyuk Park

Title: Vice Chairman and Chief Executive Officer of IWL Partners LLC

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby agree to the joint filing with all other Reporting Persons (as such term is defined in the Schedule 13D) on behalf of each of them of a statement on Schedule 13D (including amendments thereto) with respect to the Common Stock, \$0.001 par value per share of Hanmi Financial Corporation, and that this Agreement be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby executed this Agreement this 14th day of September, 2009.

LEADING INVESTMENT & SECURITIES CO., LTD.

/s/ Cheul Park
----Cheul Park
Chairman and Chief Executive Officer

IWL PARTNERS LLC

/s/ Dae Hyuk Park Dae Hyuk Park Vice Chairman and Chief Executive Officer

VALUE F2, LLC

/s/ Dae Hyuk Park ------Dae Hyuk Park Representative Director

LEADING VALUE FUND by IWL Partners LLC in its capacity as the General Partner

/s/ Dae Hyuk Park Dae Hyuk Park Vice Chairman and Chief Executive Officer of IWL Partners LLC

/s/ Dae Hyuk Park ------Dae Hyuk Park

AMENDED AND RESTATED TERM SHEET

This Amended and Restated Term Sheet (this "Amended and Restated Term Sheet") is made and entered into by and among HANMI FINANCIAL CORPORATION, a Delaware corporation and registered bank holding company with its principal offices in Los Angeles, California (the "Company"), LEADING INVESTMENT & SECURITIES CO., LTD., a Korean corporation with its principal offices in Seoul, Korea ("Leading") and IWL PARTNERS LLC, a Korean company with its principal offices in Seoul, Korea ("IWL Partners," and collectively with the Company and Leading, the "Parties").

WHEREAS, the Parties hereto have amended a Term Sheet dated as of May 28, 2009 (the "Term Sheet") on August 5, 2009, outlining the terms and conditions of the proposed investments by Leading and IWL in newly issued common stock of the Company;

WHEREAS, the Company and Leading entered into a Securities Purchase Agreement (the "SPA") dated as of June 12, 2009 pursuant to which the Company has agreed to issue and Leading has agreed to purchase certain number of shares of the common stock of the Company, as contemplated by the Term Sheet;

WHEREAS, the Company and Leading have subsequently amended the SPA on July 31, 2009 to, among others, extend the closing date of the Leading Investment and Additional Leading Investment to September 30, 2009; and

WHEREAS, the Company and Leading have consummated the Leading Investment (as defined below) as of September 4, 2009.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Amended and Restated Term Sheet, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree to amend and restate the Term Sheet, as amended, as follows:

Section A. Introduction

Leading will purchase:

Transactions

- (i) shares of newly issued common stock of the Company in an amount equal to 9.9% of the total outstanding common stock of the Company on a fully diluted basis at a price per share equal to \$1.37 (the "Leading Investment"); and
- (ii) shares of newly issued common stock of the Company in an amount, which together with the Leading Investment, will equal to 14.9% of the total outstanding common stock of the Company on a fully diluted basis at a price per share equal to \$1.37 (the "Additional Leading Investment"), subject to receipt of the regulatory approval and/or confirmation described in the section of this Amended and Restated Term Sheet entitled "Leading

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Investment and Additional Investment Closing" on or before September 30, 2009.

Subject to satisfactory due diligence and price and other terms and conditions set forth herein, the Parties agree to negotiate in good faith the purchase by IWL Partners (including its affiliates and/or one or more investment vehicles to be established and managed by IWL Partners or one or more co-investors introduced by IWL Partners (collectively, "IWL")) of shares of newly issued common stock of the Company in an amount equal to \$100 million less the total aggregate dollar amount of the Leading Investment and Additional Leading Investment (if any) made by Leading (the "IWL Investment," together with the Leading Investment and Additional Leading Investment, the "Proposed Transaction").

In connection with the closing of the IWL Investment, the Board will be re-constituted. See the section of this Amended and Restated Term Sheet entitled "Composition of the Board; Committees" below.

The Parties intend to structure the Proposed Transaction from an efficient tax, accounting, and legal perspective. Amended and Restated Term Sheet Not Binding

and Additional

Closing

This Amended and Restated Term Sheet is an expression of the present mutual intent only of the Parties with respect to the Proposed Transaction that are the subject hereof, and, except for the sections of this Amended and Restated Term Sheet entitled (i) Amended and Restated Term Sheet Not Binding, (ii) Transaction Expenses, (iii) Exclusive Dealing Undertaking, (iv) Publicity, and (iv) Governing Law, the Parties agree and acknowledge that this Amended and Restated Term Sheet is not intended to be binding on IWL, Leading, the Company or any of their respective subsidiaries, affiliates, advisors, or representatives. Legally binding obligations of the Parties will only arise from the definitive agreement or agreements negotiated by the Parties and approved by their respective boards of directors. The definitive agreement or agreements will include other terms and provisions customary for transactions of this type.

Section B. Leading Investment, Additional Leading Investment and IWL Investment

Leading Investment; The Parties intend that the Leading Investment and Passive Investment Additional Leading Investment will be structured to meet the passive equity investment policy of the Federal Reserve Board. The Leading Investment will not be conditioned on the consummation of the Additional Leading Investment or IWL Investment, and the Parties shall use commercially reasonable efforts to negotiate and document the terms and conditions of the Leading Investment and Additional Leading Investment (the "Leading Investment Agreement") within 10 business days of the execution of this Amended and Restated Term Sheet.

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Confidential

The Leading Investment Agreement shall contain, among other provisions, customary representations and warranties of the Company and conditions to closing, including a representation that the proceeds of the Proposed Transaction will be sufficient for the Company (and its subsidiary bank) to meet all applicable regulatory capital guidelines.

Leading Investment The closing of the Leading Investment is subject to receipt by Leading of written or oral confirmation: Leading Investment

- (i) From the Federal Reserve Board or the Federal Reserve Bank of San Francisco that the Leading Investment (A) will not require a change-of-control notice under the Change in Bank Control Act ("Change-of-Control Notice"), and (B) will not require a registration under the Bank Holding Company Act of 1956, as amended ("BHC Registration"); and
- (ii) From the California Department of Financial Institutions ("CDFI") that the Leading Investment will not require a change-of-control application or other application or notice to CDFI.

The closing of the Additional Leading Investment will be no later than September 30, 2009 and is subject to receipt by Leading of the following regulatory approval(s) and/or confirmation(s), including, without limitation:

- (i) Either a confirmation from CDFI that the Additional Leading Investment (together with the Leading Investment) will not require a change-of-control application or other application or notice, or approval by CDFI of such application or notice; and
- (ii) Approval by the Federal Reserve Board or the Federal Reserve Bank of San Francisco of a change-of-control notice pursuant to the Change in Bank Control Act and/or BHC Registration; and
- (iii) Approval by the Financial Services Commission of the Leading Investment and Additional Leading Investment.

The Parties shall use their commercially reasonable efforts (i) to secure all relevant confirmations and approvals as promptly as possible, following the execution of this Amended and Restated Term Sheet, and (ii) to consummate the Leading Investment and Additional Leading Investment as promptly as possible following the execution of the Leading Investment Agreement.

Non-Solicitation; The definitive agreement relating to the IWL Investment (the Break-Up Fee "IWL Investment Agreement"), together with the Leading Investment

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Confidential

Agreement will be referred to herein as the "Definitive Documentation". The Definitive Documentation shall include a non-solicitation provision in customary form that is mutually agreeable to the Parties and consistent with the fiduciary duties of the Board. The IWL Investment Agreement will provide for payment to IWL of a break-up fee of \$3 million and the reimbursement of the Transaction Expenses (defined below) in the event the Company terminates the Proposed Transaction upon the acceptance by the Company of any Competing Proposal (as defined below).

- IWL Investment The closing of the IWL Investment is expected to occur on or before December 31, 2009, subject to completion of satisfactory due diligence review of the Company and its subsidiaries by IWL, Leading and its advisors and the negotiation of the IWL Investment Agreement containing provisions consistent with the terms hereof and other terms and customary representations and warranties and conditions to closing and receipt of all regulatory and third party approvals.
- Registration The offer, sale and purchase of common stock in the Proposed Rights Transaction will be made in reliance on an exemption from the registration requirements of the applicable federal and state securities laws and regulations, including Section 4(2) of the Securities Act of 1933, as amended, and Regulation D promulgated thereunder. IWL and Leading will be granted mandatory and other customary demand and piggyback registration rights on Form S-3.
- Preemptive Rights IWL and Leading shall have the right, in the event the Company proposes to offer any equity securities, including convertible debt or preferred stock to any person, to purchase on a pro rata basis all or any portion of such securities.

Section C. Corporate Governance; Employee Matters

Composition of the Upon the closing of the IWL Investment, and subject to Board; Upon the closing of the IWL Investment, and subject to discussions with the appropriate regulatory authorities, the Board will be re-constituted. The Board will have up to 11 members, consisting of up to 6 members nominated by IWL, the CEO and President of the Company's bank subsidiary and up to 4 members nominated by the current shareholders of the Company.

IWL will also have the right to have the same proportionate representation on the committees of the Board and the board of directors of the Company's bank subsidiary.

Election of IWL, as the holder of a majority of the outstanding shares Directors IWL, as the holder of a majority of the outstanding shares of the common stock of the Company upon consummation of the Proposed Transaction, will have the right to have elected a majority of the members of the Board, and the closing of the Proposed Transaction will be conditioned on the Board being re-constituted in that regard. Between execution and closing,

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Confidential

the Parties will work together in good faith to ensure that, upon closing, the Company will have a Board that has a manageable number of members who are expected to continue as directors so as to allow IWL to have seated a majority of the Board members.

Officers The senior executive level management of the Company and the Company's banking subsidiary in place immediately prior to the closing shall remain in place until the Board, acting by majority vote, takes action (if any) to change such management or to add any such senior executive level officers as the Board determines in its discretion is advisable.

Employment	Arrangements In conjunction with the closing of the IWL Investment, certain key employees of the Company will enter into or be subject to existing terms of employment satisfactory to IWL.
	Section D. Implementation Process
Approval by the Board and Shareholders	The Parties understand that the Leading Investment and Additional Leading Investment will not require the approval of the shareholders of the Company. If the Proposed Transaction is approved by the Board, it shall be submitted by the Board to the Company's shareholders for a vote at a meeting (the "Shareholder Meeting") to be held on a date to be agreed on by the Parties. At the Shareholder Meeting, the shareholders shall vote on approval of the IWL Investment, any related amendments that are required to be made to the Company's certificate of incorporation and any other matters necessary to implement the IWL Investment that require shareholder approval. The Company, in consultation with the IWL, shall prepare a proxy statement for distribution to the shareholders in connection with such meeting (the "Proxy Statement").
Regulatory Approvals	As soon as practicable following the execution of the IWL Investment Agreement, the Parties shall seek all regulatory and other third party approvals required for the implementation of the IWL Investment, including, without limitation, any approvals required by the Federal Reserve Board and CDFI, any approval required by Financial Services Commission and Financial Supervisory Service of Korea, any approvals required from the FINRA (formerly NASD) in respect of a change of control of the Company and all home country, state and Federal bank regulatory authorities. The Parties shall also cooperate in making any necessary filings with the SEC, any exchange or quotation system on which the stock is traded or quoted, and any other applicable governmental authorities, including banking authorities. Consummation of the Additional Leading Investment and IWL Investment shall be conditioned on, among other things, obtaining all such required approvals.
Other Third Party Approvals	As soon as practicable following the execution of the Definitive
	5 Confidential
	Documentation, the Parties shall seek the approval of any third parties with which the Company and its subsidiaries have outstanding credit facilities, leases or other contracts, to the extent that such approval is required (or reasonably deemed advisable by IWL or Leading) for the implementation of the Proposed Transaction. Consummation of the Leading Investment, Additional Leading Investment and IWL Investment shall be conditioned on obtaining all such approvals that are determined to be material.
	Section E. Miscellaneous
Transaction Expenses	The reasonable legal and advisory fees and expenses subject to a cap of \$500,000 incurred by IWL and/or Leading in connection with the planning, negotiation, and implementation of the Proposed Transaction (the "Transaction Expenses"), including, without limitation, fees of counsel and any financial, accounting, or other advisors and consultants, shall be paid by the Company to IWL and/or Leading (x) at the closing of the Proposed Transaction, (y) upon the acceptance by the Company of any Competing Proposal (as defined below) or (z) in the event the Company breaches the Exclusive Dealing Undertaking. For the avoidance of doubt, the Company shall not become obligated for any Transaction Expenses prior to the execution of this Amended and Restated Term Sheet.
Exclusive Dealing Undertaking	The Company agrees that through September 30, 2009, it shall not and that it shall cause its subsidiaries and representatives not to: (i) communicate with nor provide any information in its possession to any person or party (a "Competing Party") with respect to development of a competing proposal for a recapitalization transaction or any other form of investment in, or business combination with, the Company or any of its subsidiaries (a "Competing Proposal"), or (ii) solicit any Competing Proposal from any

Employment Arrangements In conjunction with the closing of the IWL

	of this provision, it of IWL and Leading.	sha	ll reimb	urse Transaction Expenses	
Publicity	All press releases and public announcements relating to the transactions contemplated by this Amended and Restated Term Sheet will be prepared and be agreed to jointly by IWL, Leading and the Company and no party will issue any press release or public announcement without the approval of the other party.				
Governing Law	This Amended and Restated Term Sheet and the Definitive Documentation will be governed by California law.				
	[Signature Pag	ge Fo	ollows]		
	6			Confidential	
Agreed and accepted 14th day of Septemb					
	IV	WL Pa	artners		
	By			Hyuk Park	
		1	Name: Title:	Dae Hyuk Park Vice Chairman and Chief Executive Officer	
		eadiı td.	ng Inves	tment & Securities Co.,	
	F	Зу:	/s/ Che	ul Park	
			Name:	Cheul Park Chairman and Chief Executive Officer	
	F	Hanm	i Financ	ial Corp.	
	F	Зу:	/s/ Jay	S. Yoo	
				Jay S. Yoo President and Chief Executive Officer	
	7				