
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form S-3

**REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Hanmi Financial Corporation

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of incorporation or organization)

95-4788120

(I.R.S. Employer Identification No.)

3660 Wilshire Boulevard

**Suite PH-A
Los Angeles, California 90010
(213) 382-2200**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive office)

Jae Whan Yoo

**President and Chief Executive Officer
3660 Wilshire Boulevard
Suite PH-A
Los Angeles, California 90010
(213) 382-2200**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

**Lee Meyerson, Esq.
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
(212) 455-2000**

Approximate date of commencement of proposed sale to public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, check the following box.

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Unit(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
--	----------------------------	---	--	----------------------------

Common Stock, par value \$0.001 per share	3,947,369	\$32.20	\$127,105,282	\$16,104.24
---	-----------	---------	---------------	-------------

- (1) Pursuant to Rule 416 under the Securities Act, as amended, this registration statement also covers such additional number of shares of common stock as may become issuable under any stock split, stock dividend, or similar transaction.
- (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act based on the average of the high and low sales prices for the registrant's common stock as quoted on the Nasdaq National Market System on August 31, 2004.

Hanmi Financial Corporation hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until it shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the SEC, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. The selling stockholders may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This Prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED SEPTEMBER 1, 2004

PROSPECTUS

3,947,369 Shares



Hanmi Financial Corporation

Common Stock

We issued 3,947,369 shares of our common stock in a private placement in April 2004. Selling stockholders will use this prospectus to resell shares of our common stock issued to them in the private placement.

We will not receive any of the proceeds from the sale of the shares of common stock by any of the selling stockholders.

Shares of our common stock are quoted on the Nasdaq National Market System under the trading symbol "HAFC." The last reported sale price of the shares on August 31, 2004 was \$32.08 per share.

Investing in our common stock involves risks. See "Risk Factors" beginning on page 4.

These securities are not deposits or other obligations of a bank and are not insured by the Federal Deposit Insurance Corporation or any other government agency.

Neither the Securities and Exchange Commission nor any state securities commission or regulator has approved or disapproved of these securities or determined that this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

, 2004

TABLE OF CONTENTS

	Page
ABOUT THIS PROSPECTUS	i
PROSPECTUS SUMMARY	1
CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION	3
RISK FACTORS	4
USE OF PROCEEDS	6
REGISTRATION RIGHTS	6
DESCRIPTION OF CAPITAL STOCK	8
SELLING STOCKHOLDERS	9
CERTAIN UNITED STATES FEDERAL INCOME AND ESTATE TAX CONSEQUENCES TO NON-U.S. HOLDERS	12
PLAN OF DISTRIBUTION	14
LEGAL MATTERS	16
EXPERTS	16
WHERE YOU CAN FIND MORE INFORMATION	16
DOCUMENTS INCORPORATED BY REFERENCE	16
Certificate of Second Amendment of Incorporation	
Registration Rights Agreement	
Opinion & Consent of Simpson Thacher & Bartlett LLP	
Consent of KPMG LLP	
Consent of KPMG LLP	
Consent of PricewaterhouseCoopers LLP	

ABOUT THIS PROSPECTUS

This prospectus constitutes part of a registration statement on Form S-3 that we filed with the SEC through what is known as the shelf registration process. Under this process, any selling stockholder may sell the securities described in this prospectus in one or more offerings. This prospectus provides you with a general description of the securities the selling stockholders may offer. A prospectus supplement may also add, update, or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with additional information to which we refer you as described under the headings "Where You Can Find More Information" and "Documents Incorporated by Reference".

NO DEALER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS IN CONNECTION WITH THE OFFER CONTAINED IN THIS PROSPECTUS AND, IF GIVEN OR MADE, THAT INFORMATION OR THOSE REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY HANMI FINANCIAL CORPORATION. NEITHER THE DELIVERY OF THIS PROSPECTUS NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF HANMI FINANCIAL CORPORATION SINCE THE DATE HEREOF. THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY SECURITIES OTHER THAN THOSE SPECIFICALLY OFFERED HEREBY OR OF ANY SECURITIES OFFERED HEREBY IN ANY JURISDICTION WHERE, OR TO ANY PERSON TO WHOM, IT IS UNLAWFUL TO MAKE AN OFFER OR SOLICITATION.

PROSPECTUS SUMMARY

This summary provides a brief overview of Hanmi Financial Corporation. In this prospectus, “Hanmi,” “we,” “us,” and “our” refer to Hanmi Financial Corporation and its consolidated subsidiaries unless otherwise expressly stated or where the context otherwise requires. For more complete information on Hanmi and our consolidated financial statements, and a more complete understanding of the terms of the offered securities, before making your investment decision, you should carefully read this prospectus, the relevant prospectus supplement, if any, and the documents referred to in “Where You Can Find More Information.”

Hanmi Financial Corporation

Hanmi is a Delaware corporation incorporated on March 14, 2000 pursuant to a Plan of Reorganization and Agreement of Merger to be the holding company for Hanmi Bank, and became the holding company for Hanmi Bank in June 2000. Hanmi Bank, the sole subsidiary of Hanmi, was incorporated under the laws of the State of California on August 24, 1981, and was licensed by the California Department of Financial Institutions on December 15, 1982. Effective April 30, 2004, Pacific Union Bank, a California banking corporation (“PUB”), merged with and into Hanmi Bank.

Hanmi Bank is a community bank conducting general business banking with its primary market encompassing the multi-ethnic population of the Los Angeles, Orange, San Diego, Santa Clara and San Francisco counties. Hanmi Bank’s full-service offices are located in business areas where many of the businesses are run by immigrants and other minority groups. Hanmi Bank’s client base reflects the multi-ethnic composition of these communities. Hanmi Bank currently has 27 full-service branches.

Hanmi Bank’s deposit accounts are insured under the Federal Deposit Insurance Act up to applicable limits, and the Bank is a member of the Federal Reserve System. Hanmi Bank is subject to examination and regulation by the Board of Governors of the Federal Reserve System, which is Hanmi Bank’s primary federal regulator, the Federal Deposit Insurance Corporation, or FDIC, and the California Department of Financial Institutions, which is Hanmi Bank’s chartering authority and its primary state regulator.

Our principal executive offices are located at 3660 Wilshire Boulevard, Suite PH-A, Los Angeles, California, 90010, and our telephone number is (213) 382-2200. Our Web site is www.hanmifinancial.com. None of the information on or hyperlinked from our website is part of this prospectus.

The Offering

Issuer	Hanmi Financial Corporation
Seller	One or more selling stockholders; for more information, see “Selling Stockholders.” We are not selling any of the shares of common stock.
Common Stock Offered	3,947,369 shares
Use of Proceeds	We will not receive any proceeds from the sale by any selling stockholder of the shares of common stock offered under this prospectus. See “Use of Proceeds.”
Nasdaq National Market System Symbol for our Common Stock	Our common stock is quoted on Nasdaq National Market System under the symbol “HAFC.”

Risk Factors

You should read the “Risk Factors” section to understand the risks associated with an investment in the common stock.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This document contains forward-looking statements about Hanmi that are intended to be covered by the safe harbor for “forward-looking statements” provided by the Private Securities Litigation Reform Act of 1995. These statements may be made directly in this document or may be incorporated in this document by reference to other documents. Representatives of Hanmi may also make forward-looking statements. Forward-looking statements are statements that are not historical facts. Words such as “expect,” “feel,” “believe,” “will,” “may,” “anticipate,” “plan,” “estimate,” “intend,” “should” and similar expressions, or the negative of those expressions, are intended to identify forward-looking statements. These statements include, but are not limited to, financial projections and estimates and their underlying assumptions; statements regarding plans, objectives and expectations with respect to future operations, products and services; and statements regarding future performance. These statements are subject to risks and uncertainties, many of which are difficult to predict and generally beyond the control of Hanmi.

Some of the risks and uncertainties that could cause actual results to differ materially from those expressed in, or implied by, the forward-looking information and statements include, but are not limited to:

- increases in competitive pressure among financial institutions or from non-financial institutions;
- changes in the interest rate environment;
- changes in deposit flows, loan demand or real estate values;
- changes in accounting principles, policies or guidelines;
- legislative or regulatory changes;
- changes in general economic conditions, either nationally or in some or all of the operating areas in which we conduct business, or conditions in securities markets or the banking industry;
- other economic, competitive, governmental, regulatory, geopolitical and technological factors affecting operations, pricing and services; and
- those discussed and identified elsewhere in this document, including under the heading “Risk Factors”, and in other public filings with the Securities and Exchange Commission made by Hanmi.

You are cautioned not to place undue reliance on these forward-looking statements which speak only as of the date of this document or the date of any document incorporated by reference. All subsequent written and oral forward-looking statements concerning matters addressed in this document and attributable to Hanmi or any person acting on its behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Except to the extent required by applicable law or regulation, Hanmi does not undertake any obligation to republish revised forward-looking statements to reflect events or circumstances after the date of those statements or to reflect the occurrence of unanticipated events.

RISK FACTORS

In addition to the other information in this prospectus, including the matters addressed in “Cautionary Statement Regarding Forward-Looking Information,” you should consider the matters described below before deciding whether to invest in our common stock.

We may fail to realize the anticipated benefits of our acquisition of PUB.

The success of our acquisition of PUB will depend on, among other things, our ability to realize anticipated cost savings and revenue enhancements and to combine the businesses of our subsidiary bank and PUB in a manner that permits growth opportunities to occur and that does not materially disrupt existing customer relationships or result in decreased revenues resulting from any loss of customers. If we are not able to successfully achieve these objectives, the anticipated benefits of the merger may not be realized fully, or at all, or may take longer to realize than expected.

It is possible that the integration process could result in the loss of key employees, the disruption of our ongoing businesses, diversion of management time on merger-related issues, or inconsistencies in standards, controls, procedures and policies that adversely affect our ability to maintain relationship with customers and employees or to achieve the anticipated benefits of the merger.

Deterioration of economic conditions in Southern California could adversely affect our loan portfolio and reduce the demand for our services.

Our business is focused in Southern California, primarily in the greater Los Angeles and Orange County areas. The Los Angeles area has experienced a downturn in economic activity in line with the slowdown in California during 2003. Economic activity slowed significantly immediately following the September 11, 2001 terrorist attacks. Unemployment levels have increased since mid 2001, especially in Los Angeles and Orange County, which is the geographic center and base of our deposit and lending activity. In the early 1990s, the California economy experienced an economic recession that increased the level of delinquencies and losses for us and many of the state’s other financial institutions. Another recession could occur. An economic slow-down in Southern California could have the following consequences, any of which could reduce our net income:

- loan delinquencies may increase;
- problem assets and foreclosures may increase;
- claims and lawsuits may increase;
- demand for our products and services may decline; and
- collateral for loans made by us, especially real estate, may decline in value, in turn reducing customers’ borrowing power, reducing the value of assets associated with problem loans and reducing collateral coverage of our existing loans.

We could be negatively impacted by a downturn in economic conditions in Asia.

Even though most of our trade finance activities are related to trade with Asia, all of our loans are made to companies domiciled in the United States. Some of our loans are made to companies that are subsidiaries of companies domiciled in Korea and, often, the repayment of these loans is guaranteed by or dependent upon the Korean parent company. Consequently, we may have exposure to economic conditions in Asia. Adverse economic and political conditions in Asia, including currency devaluation, crises in leadership succession, or military conflict, may increase our exposure to economic and transfer risk. Transfer risk may increase because of an entity’s inability to obtain the foreign exchange needed to meet its obligations or to provide liquidity. Although our operations have not been adversely affected by the fiscal crisis in Asia which began in 1998, we cannot assure you that in this crisis or in a similar crisis our financial condition and results of operations would not be negatively impacted.

Table of Contents

PUB has historically had exposure to the economy of South Korea with respect to certain of its loans and credit transactions. Such exposure has consisted of (1) extensions of credit to banks in South Korea in the form of letters of credit discount transactions; (2) loans to borrowers in the U.S. secured by stand-by letters of credit issued by banks in South Korea; and (3) loans to U.S. affiliates or subsidiaries of companies in South Korea.

South Korea's economy is currently recovering from the same fiscal crisis affecting most of Asia which began in 1998. In addition to the three types of credit extensions described above, PUB historically issued performance letters of credit on behalf of certain large, internationally-known Korean companies in connection with such companies' transactions in the U.S. PUB did not experience any losses with respect to such letters of credit over the past six years. Notwithstanding the former PUB's efforts to minimize its exposure to downturns in the Korean economy with respect to the above-described credit extensions, there can be no assurance that the efforts will be successful, and another significant downturn in the Korean economy could result in significant credit losses for us.

In addition to credit risks, because our customer base is largely Korean-American, our deposit base could significantly decrease as a result of a deterioration of the Korean economy. We believe that this may result because some of our customers may need funds for their local businesses which may be affected by the Korean economy, or may temporarily withdraw deposits in order to transfer funds and benefit from gains on foreign exchange and interest rates and/or to help their relatives or affiliated companies in South Korea during downturns in the Korean economy. A significant decrease in the company's deposits could also have a material adverse effect on our financial condition and results of operations.

Borrowers' inability to pay their commercial real estate loans may have a material impact on us.

Approximately \$554.9 million or 63.7% of PUB's loan portfolio at March 31, 2004 and \$769.0 million or 59.2% of Hanmi Bank's loan portfolio at March 31, 2004 was concentrated in commercial real estate loans. Although commercial real estate loans generally provide for higher interest rates and shorter terms than single family residential loans, such loans generally involve a higher degree of risk, as the ability of borrowers to repay these loans is often dependent upon the profitability of the borrowers' businesses. An increase in the percentage of nonperforming assets in our commercial real estate, commercial and industrial loan portfolio may have a material impact on our financial condition and results of operations.

We have specific risks associated with Small Business Administration, or SBA loans.

We have generally sold the guaranteed portion of SBA loans in the secondary market. There can be no assurance that we will be able to continue originating these loans, or that a secondary market will exist for, or that we will continue to realize premiums upon the sale of, the guaranteed portions of the SBA loans. The federal government presently guarantees 75% to 85% of the principal amount of each qualifying SBA loan. There can be no assurance that the federal government will maintain the SBA program, or if it does, that such guaranteed portion will remain at its current funding level. Furthermore, there can be no assurance that we will retain our preferred lender status, which, subject to certain limitations, allows us to approve and fund SBA loans without the necessity of having the loan approved in advance by the SBA, or that if we do, the federal government will not reduce the amount of such loans which can be made by us.

We believe that our SBA loan portfolio does not involve more than a normal risk of collection. However, since we have sold the guaranteed portion of substantially all of our SBA loan portfolio, we incur a pro rata credit risk on the nonguaranteed portion of the SBA loans since we share pro rata with the SBA in any recoveries. In the event of default on an SBA loan, our pursuit of remedies against a borrower is subject to SBA approval, and where the SBA establishes that its loss is attributable to deficiencies in the manner in which the loan application has been prepared and submitted, the SBA may decline to honor its guarantee with respect to our SBA loans or it may seek the recovery of damages from us.

We are exposed to the risks of natural disasters.

A major earthquake could result in material loss to us. Our operations are concentrated in Southern California, especially the greater Los Angeles and Orange County areas. A significant percentage of our loans is secured by real estate. California is prone to earthquakes, fires, flooding and other natural disasters. We have a disaster-recovery plan with offsite data processing resources located in New Jersey. However, our properties, and most of the real and personal property securing loans in our portfolio, are in Southern California. Many of our borrowers could suffer uninsured property damage, experience interruption of their businesses or lose their jobs after an earthquake. Those borrowers might not be able to repay their loans, and the collateral for loans could decline significantly in value. Unlike a bank with operations that are more geographically diversified, we will be vulnerable to greater losses if an earthquake, fire, flood or other natural catastrophe occurs in Southern California.

Provisions in our charter documents could delay or prevent changes in control.

These provisions could make it more difficult for another company to acquire us, which could reduce the market price of our common stock and the price that you receive if you sell your shares in the future. These provisions include the following:

- a provision requiring a two-thirds vote when stockholders approve certain amendments to our charter and bylaws;
- a requirement that stockholders give advance notice of matters to be raised at a meeting of stockholders;
- a requirement that certain acquisition transactions not approved by our board of directors receive the approval of two-thirds of the outstanding shares;
- staggered terms of office for members of the board of directors;
- a requirement that only the board of directors or chairman of the board or the president may call a special stockholders meeting; and
- a provision that requires that stockholder action be taken only at an annual or special meeting and not by written consent in lieu of a meeting.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale by the selling stockholders of the shares of common stock being offered by the prospectus.

REGISTRATION RIGHTS

We have entered into a registration rights agreement with the holders of the common stock covered by this prospectus.

When we file the shelf registration statement (of which this prospectus is a part), we will:

- provide to each holder for whom the shelf registration statement was filed copies of the prospectus that is a part of the shelf registration statement;
- notify each such holder when the shelf registration statement has become effective;
- notify each such holder of the commencement of any suspension period (as described below); and
- take certain other actions as are required to permit unrestricted resales of the common stock.

Table of Contents

Each holder who sells securities pursuant to the shelf registration statement generally will be:

- required to be named as a selling holder in the related prospectus;
- required to deliver a prospectus to the purchaser;
- subject to certain of the civil liability provisions under the Securities Act in connection with the holder's sales of common stock pursuant to the shelf registration statement; and
- bound by the provisions of the registration rights agreement that are applicable to the holder (including certain indemnification rights and obligations).

Each holder must notify us not later than three business days prior to any proposed sale by that holder pursuant to the shelf registration statement. This notice will be effective for five business days.

We may suspend the holder's use of the prospectus for a period not to exceed 45 days in any 90-day period, and not to exceed an aggregate of 90 days in any 360-day period, if:

- the prospectus, in our good faith judgment, contains a material misstatement or omission as a result of an event that has occurred and is continuing; and
- we reasonably determine that the disclosure of such event at such time would have a material adverse effect on the business of us and our subsidiaries taken as a whole.

However, if the disclosure relates to a previously undisclosed proposed or pending material business transaction, the disclosure of which would impede our ability to consummate such transaction, we may extend the suspension period from 45 days to 75 days; provided, however, the suspension period cannot exceed an aggregate of 90 days in any 360-day period.

DESCRIPTION OF CAPITAL STOCK

In this section, we describe the material features and rights of our capital stock. This summary is qualified in its entirety by reference to applicable Delaware law, our certificate of incorporation, and our bylaws, as described below. See "Where You Can Find Additional Information".

General

We are currently authorized to issue 200,000,000 shares of common stock having a par value of \$0.001 per share and 10,000,000 shares of preferred stock having a par value of \$0.001 per share. Each share of our common stock has the same relative rights as, and is identical in all respects to, each other share of our common stock.

As of June 30, 2004, there were 24,438,017 shares of our common stock outstanding and 1,016,766 shares of our common stock reserved for issuance pursuant to our stock option plans.

Common Stock

Distributions. Subject to certain regulatory restrictions, we can pay dividends out of statutory surplus or from certain net profits if, as and when declared by our board of directors. The holders of our common stock are entitled to receive and share equally in dividends declared by our board of directors out of funds legally available therefor. If we issue preferred stock, the holders of that preferred stock may have a priority over the holders of our common stock with respect to dividends.

We are a holding company, and our primary source for the payment of dividends on our common stock is dividends we receive from our direct, wholly owned subsidiary, Hanmi Bank. The payment of dividends by Hanmi Bank is subject to limitations that are imposed by law and applicable regulation.

Voting Rights. The holders of our common stock possess exclusive voting rights in Hanmi. They elect our board of directors and act on such other matters as are required to be presented to them under Delaware law or our certificate of incorporation or as are otherwise presented to them by the board of directors. Each holder of common stock is entitled to one vote per share and does not have any right to cumulate votes in the election of directors. Certain matters require a two-thirds stockholders vote.

Liquidation. In the event of any liquidation, dissolution or winding up of Hanmi Bank, Hanmi as holder of Hanmi Bank's capital stock would be entitled to receive, after payment or provision for payment of all debts and liabilities of Hanmi Bank (including all deposit accounts and accrued interest thereon) and after distribution of the balance in the special liquidation account to certain depositors of Hanmi Bank, all assets of Hanmi Bank available for distribution. In the event of liquidation, dissolution or winding up of Hanmi, the holders of our common stock would be entitled to receive, after payment or provision for payment of all our debts and liabilities, all of the assets of Hanmi available for distribution. If preferred stock is issued, the holders of the preferred stock may have a priority over the holders of the common stock in the event of liquidation or dissolution.

Preemptive Rights. Holders of our common stock do not have preemptive rights with respect to any shares that may be issued. Shares of our common stock are not subject to redemption.

Restrictions on Common Stock in connection with the trust preferred offering. Under the terms of the debt instruments issued in connection with our trust preferred financings, we cannot declare or pay any dividends or distributions on, or redeem, purchase, acquire or make a liquidation payment with respect to, any shares of our capital stock if (1) an event of default under any such debt instrument has occurred and is continuing or (2) if we give notice of our election to begin an extension period whereby we defer payment of interest on the trust preferred securities for a period of up to twenty consecutive quarterly interest payment periods and have not rescinded such notice, or such an extension period, or any extension thereof, shall be continuing.

Preferred Stock

We may issue shares of preferred stock with such designations, powers, preferences and rights as our board of directors may from time to time determine. Our board of directors can, without stockholder approval, issue preferred stock with voting, dividend, liquidation and conversion rights which could dilute the voting strength of the holders of our common stock and may assist management in impeding an unsolicited takeover or attempted change in control.

SELLING STOCKHOLDERS

The shares of common stock covered by this prospectus were originally issued and sold by us in a private placement to accredited investors which was consummated in April 2004. We used the proceeds from the private placement to fund a portion of the purchase price we paid for the acquisition of PUB. As part of the private placement, we entered into a registration rights agreement pursuant to which we agreed, among other things, to prepare and file the shelf registration statement of which this prospectus is a part.

The selling stockholders listed below may from time to time offer and sell pursuant to this prospectus any or all of the shares of common stock listed opposite their names below. When we refer to the "selling stockholders" in this prospectus, we mean those persons listed in the table below, as well as the pledgees and donees, assignees, transferees, successors and others who later hold any of the selling stockholders' interests, provided those interests still are "transfer restricted securities" as defined in the registration rights agreement.

The table below sets forth the name of each selling stockholder and the number of shares of common stock that each selling stockholder listed below may offer pursuant to this prospectus. Only those selling stockholders listed below or their assignees, transferees, successors and others who later hold any of the selling stockholders' interests, or the selling stockholders pledgees or donees may offer and sell the common stock pursuant to this prospectus. Unless otherwise described below, to our knowledge, no selling stockholder nor any of its affiliates has held any position or office with, been employed by or otherwise had any material relationship with us or our affiliates during the three years prior to the date of this prospectus. In addition, except as set forth below, to the best of our knowledge, none of the selling stockholders beneficially owns any shares of our common stock.

We have prepared the table below based on information the selling stockholders have provided to us. However, the selling stockholders may offer for sale pursuant to this prospectus from time to time any or all of the common stock listed below. Accordingly, no estimate can be given as to the shares of common stock that the selling stockholders will hold upon consummation of any such sales. In addition, the selling stockholders listed in the table below may have sold or transferred, in transactions exempt from the registration requirements of the Securities Act, some or all of their common stock since the date as of which the information in the table is presented.

Information about the selling stockholders may change over time. Changes in information may be set forth in prospectus supplements.

Name	Number of Shares of Common Stock That May Be Sold	Percentage of Common Stock Outstanding
Aramus Portfolio Ltd.(1)	39,800	*
William F. Bahl	22,500	*
Banc Fund V L.P.(2)	118,421	*
Banc Fund VI L.P.(3)	118,421	*
Banzai Offshore Fund Ltd.(4)	39,604	*
Banzai Partners LP(4)	36,290	*
Bay Pond Investors (Bermuda) L.P.(5)	47,000	*
Bay Pond Partners, L.P.(5)	177,000	*
Canyon Value Realization Fund, LP(6)	11,000	*

[Table of Contents](#)

Name	Number of Shares of Common Stock That May Be Sold	Percentage of Common Stock Outstanding
Benjamin Diesbach	10,000	*
Financial Stocks Capital Partners II L.P.(7)	251,579	1.03%
Financial Stocks Capital Partners III L.P.(8)	278,421	1.14%
First Financial Fund, Inc.	198,316	*
Franklin Mutual Beacon Fund(9)	372,582	1.52%
Franklin Mutual Recovery Fund(9)	56,715	*
Vere W. Gaynor	22,500	*
Ki Tae Hong and Jung Y. Hong, community property(10)	52,632	*
Peter H. Huizenga	52,632	*
Lawrence Offshore Partners, LLC(11)	22,000	*
Lawrence Partners, LP(11)	20,000	*
Joon H. Lee(12)	98,947	*
Lorraine Lee(13)	20,000	*
Richard B.C. Lee(14)	128,211	*
Mutual Beacon Fund (Canada)(15)	94,404	*
Mutual Financial Services Fund(15)	511,576	2.09%
Mutual Recovery Fund LTD.(15)	17,354	*
Peter C. Cook, Ttee, Peter C. Cook Trust, MOD/ AMD 11/26/96 & Succ Ttee(16)	52,632	*
Points West International Investments Ltd.(17)	59,580	*
Joseph K. Rho and Stella A. Rho, in joint tenancy(18)	98,947	*
J. David Rosenberg	142,200	*
The Betsey Huizenga Trust(19)	6,579	*
The Greta Huizenga Family Trust(19)	6,579	*
The Peter H. Huizenga, Jr. Trust(19)	6,579	*
The Timothy D. Huizenga Trust(19)	6,579	*
Third Point Offshore Fund Ltd.(20)	436,700	1.79%
Third Point Partners LP(20)	217,300	*
Wolf Creek Investors (Bermuda) L.P.(21)	38,600	*
Wolf Creek Partners, L.P.(22)	25,600	*
Won R. Yoon(23)	31,589	*
Total	3,947,369	16.15%

* Less Than 1%

- (1) Wellington Management Company, LLP as investment advisor registered under the Investment Advisers Act of 1940 (the "Investment Advisers Act") has shared voting and/or investment power over these securities with the selling stockholder. The selling stockholder owns 4,635 shares of our common stock that is not being registered hereby.
- (2) The selling stockholder owns 33,324 shares of our common stock that is not being registered hereby.
- (3) The selling stockholder owns 33,859 shares of our common stock that is not being registered hereby.
- (4) Daniel S. Loeb has voting and/or investment power over these securities.
- (5) Wellington Management Company, LLP as investment advisor registered under the Investment Advisers Act has shared voting and/or investment power over these securities with the selling stockholder.

Table of Contents

- (6) Lawrence Garshofsky has voting and/or investment power over these securities.
- (7) Steven N. Stein, Chairman and CEO of Financial Stocks, Inc. and John M. Stein, President of Financial Stocks, Inc. have voting and/or investment power over these securities. Financial Stocks, Inc. is the sole general partner of Financial Stocks Capital Partners II L.P. Affiliates of Financial Stocks, Inc. acquired trust preferred securities issued by Hanmi Capital Trust I, Hanmi Capital Trust II and Hanmi Capital Trust III. A portion of these securities were or will be securitized in transactions in which an affiliate of Financial Stocks, Inc. serves as collateral manager.
- (8) Steven N. Stein, Chairman and CEO of Finstocks Capital Management, LLC and John M. Stein, President of Finstocks Capital Management, LLC. have voting and/or investment power over these securities. Finstocks Capital Management, LLC. is the sole general partner of Financial Stocks Capital Partners III L.P. Affiliates of Finstocks Capital Management, LLC acquired trust preferred securities issued by Hanmi Capital Trust I, Hanmi Capital Trust II and Hanmi Capital Trust III. A portion of these securities were or will be securitized in transactions in which an affiliate of Finstocks Capital Management, LLC. serves as collateral manager.
- (9) Franklin Mutual Advisers, LLC has voting and investment power over these securities pursuant to an advisory contract with the selling stockholder. David Winters is the Chief Investment Officer of Franklin Mutual Advisers, LLC. Franklin Mutual Advisers, LLC disclaims beneficial ownership of the securities.
- (10) Mr. Hong is a member of the board of directors of our subsidiary Hanmi Bank. The selling stockholders owns 194,859 shares of our common stock that is not being registered hereby.
- (11) Lawrence Garshofsky has voting and/or investment power over these securities.
- (12) Mr. Lee is a member of our board of directors. The selling stockholder owns 489,891 shares of our common stock that is not being registered hereby.
- (13) The selling stockholder is the sister of one of the members of our board of directors.
- (14) Mr. Lee is a member of our board of directors. The selling stockholder owns 435,449 shares of our common stock that is not being registered hereby.
- (15) Franklin Mutual Advisers, LLC has voting and investment power over these securities pursuant to an advisory contract with the selling stockholder. David Winters is the Chief Investment Officer of Franklin Mutual Advisers, LLC. Franklin Mutual Advisers, LLC disclaims beneficial ownership of the securities.
- (16) Peter C. Cook has voting and/or investment power over these securities.
- (17) Daniel S. Loeb has voting and/or investment power over these securities.
- (18) Mr. Rho is a member of our board of directors. The selling stockholders owns 194,859 shares of our common stock that is not being registered hereby.
- (19) Peter H. Huizenga has voting and/or investment power over these securities.
- (20) Daniel S. Loeb has voting and/or investment power over these securities.
- (21) Wellington Management Company, LLP as investment advisor registered under the Investment Advisers Act has shared voting and/or investment power over these securities with the selling stockholder. The selling stockholder owns 417 shares of our common stock that is not being registered hereby.
- (22) Wellington Management Company, LLP as investment advisor registered under the Investment Advisers Act has shared voting and/or investment power over these securities with the selling stockholder. The selling stockholder owns 619 shares of our common stock that is not being registered hereby.
- (23) The selling stockholder is a member of our board of directors. The selling stockholder owns 783,485 shares of our common stock that is not being registered hereby.

Selling stockholders that are also broker-dealers may be deemed to be “underwriters” within the meaning of that term under the Securities Act. We have been advised that none of the selling stockholders identified herein are broker-dealers or affiliates of broker-dealers.

CERTAIN UNITED STATES FEDERAL INCOME AND ESTATE TAX

CONSEQUENCES TO NON-U.S. HOLDERS

The following is a summary of certain United States federal income and estate tax consequences of the purchase, ownership and disposition of our common stock as of the date hereof. Except where noted, this summary deals only with common stock that is held as a capital asset by a non-U.S. holder.

A “non-U.S. holder” means a person (other than a partnership) that is not for United States federal income tax purposes any of the following:

- an individual citizen or resident of the United States;
- a corporation (or any other entity treated as a corporation for United States federal income tax purposes) created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it (1) is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or (2) has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

This summary is based upon provisions of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations, rulings and judicial decisions as of the date hereof. Those authorities may be changed, perhaps retroactively, so as to result in United States federal income and estate tax consequences different from those summarized below. This summary does not address all aspects of United States federal income and estate taxes and does not deal with foreign, state, local or other tax considerations that may be relevant to non-U.S. holders in light of their personal circumstances. In addition, it does not represent a detailed description of the United States federal income and estate tax consequences applicable to you if you are subject to special treatment under the United States federal income tax laws (including if you are a United States expatriate, “controlled foreign corporation,” “passive foreign investment company,” “foreign personal holding company,” corporation that accumulates earnings to avoid United States federal income tax or an investor in a pass-through entity). We cannot assure you that a change in law will not alter significantly the tax considerations that we describe in this summary.

If a partnership holds our common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner of a partnership holding our common stock, you should consult your tax advisors.

If you are considering the purchase of our common stock, you should consult your own tax advisors concerning the particular United States federal income and estate tax consequences to you of the ownership of the common stock, as well as the consequences to you arising under the laws of any other taxing jurisdiction.

Dividends

Dividends paid to a non-U.S. holder of our common stock generally will be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. However, dividends that are effectively connected with the conduct of a trade or business by the non-U.S. holder within the United States (and, where a tax treaty applies, are attributable to a United States permanent establishment of the non-U.S. holder) are not subject to the withholding tax, provided certain certification and disclosure requirements are satisfied. Instead, such dividends are subject to United States federal income tax on a net income basis in the same manner as if the non-U.S. holder were a United States person as defined under the Code. Any such effectively connected dividends received by a foreign corporation may be subject to an additional “branch profits tax” at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

[Table of Contents](#)

A non-U.S. holder of our common stock who wishes to claim the benefit of an applicable treaty rate and avoid backup withholding, as discussed below, for dividends will be required to (a) complete Internal Revenue Service Form W-8BEN (or other applicable form) and certify under penalty of perjury that such holder is not a United States person as defined under the Code or (b) if our common stock is held through certain foreign intermediaries, satisfy the relevant certification requirements of applicable United States Treasury regulations. Special certification and other requirements apply to certain non-U.S. holders that are entities rather than individuals.

A non-U.S. holder of our common stock eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the Internal Revenue Service.

Gain on Disposition of Common Stock

Any gain realized on the disposition of our common stock generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States, and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder;
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- we are or have been a “United States real property holding corporation” for United States federal income tax purposes.

An individual non-U.S. holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the sale under regular graduated United States federal income tax rates. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the sale, which may be offset by United States source capital losses, even though the individual is not considered a resident of the United States. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a United States person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty.

We believe we are not and do not anticipate becoming a “United States real property holding corporation” for United States federal income tax purposes.

Federal Estate Tax

Common stock held by an individual non-U.S. holder at the time of death will be included in such holder’s gross estate for United States federal estate tax purposes, unless an applicable estate tax treaty provides otherwise.

Information Reporting and Backup Withholding

We must report annually to the Internal Revenue Service and to each non-U.S. holder the amount of dividends paid to such holder and the tax withheld with respect to such dividends, regardless of whether withholding was required. Copies of the information returns reporting such dividends and withholding may also be made available to the tax authorities in the country in which the non-U.S. holder resides under the provisions of an applicable income tax treaty.

A non-U.S. holder will be subject to backup withholding for dividends paid to such holder unless such holder certifies under penalty of perjury that it is a non-U.S. holder, and the payor does not have actual knowledge or reason to know that such holder is a United States person as defined under the Code, or such holder otherwise establishes an exemption.

[Table of Contents](#)

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of our common stock within the United States or conducted through certain United States-related financial intermediaries, unless the beneficial owner certifies under penalty of perjury that it is a non-U.S. holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person as defined under the Code) or such owner otherwise establishes an exemption.

Any amounts withheld under the backup withholding rules may be allowed as a refund or a credit against a non-U.S. holder's United States federal income tax liability provided the required information is furnished to the Internal Revenue Service.

PLAN OF DISTRIBUTION

We are registering the shares of common stock covered by this prospectus to permit holders to conduct public secondary trading of these securities from time to time after the date of this prospectus. We have agreed, among other things, to bear all expenses, other than underwriting discounts and selling commissions, in connection with the registration and sale of the shares of common stock covered by this prospectus.

We will not receive any of the proceeds from the selling stockholders' offers of the shares of common stock. The selling stockholders have advised us that the selling stockholders may sell all or a portion of the shares of common stock beneficially owned by them and offered hereby from time to time:

- directly; or
- through underwriters, broker-dealers or agents, who may receive compensation in the form of discounts, commissions or concessions from the selling stockholders or from the purchasers of the shares of common stock for whom they may act as agent.

The shares of common stock may be sold from time to time in one or more transactions at:

- fixed prices, which may be changed;
- prevailing market prices at the time of sale;
- varying prices determined at the time of sale; or
- negotiated prices.

These prices will be determined by the holders of the securities or by agreement between these holders and underwriters or dealers who may receive fees or commissions in connection with the sale. The aggregate proceeds to the selling stockholders from the sale of the shares of common stock offered by them hereby will be the purchase price of the shares of common stock less discounts and commissions, if any.

The sales described in the preceding paragraph may be effected in transactions:

- on any national securities exchange or quotation service on which the shares of common stock may be listed or quoted at the time of sale, including The Nasdaq National Market;
- in the over-the counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market; or
- through the writing of options, forward contracts or similar derivative instruments.

These transactions may include block transactions or crosses. Crosses are transactions in which the same broker acts as an agent on both sides of the trade.

In connection with sales of shares of common stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers. These broker-dealers may in turn engage in short sales of the shares of common stock in the course of hedging their positions. The selling stockholders may also sell the shares of common stock short and deliver shares of common stock to close out short positions, or loan or pledge shares of common stock to broker-dealers that in turn may sell the shares of common stock.

Table of Contents

To our knowledge, there are currently no plans, arrangements or understandings between any selling stockholders and any underwriter, broker-dealer or agent regarding the sale of the shares of common stock by the selling stockholders. Selling stockholders may not sell any, or may not sell all, of the shares of common stock offered by them pursuant to this prospectus. In addition, we cannot assure you that a selling stockholder will not transfer, devise or gift the shares of common stock by other means not described in this prospectus. In addition, any securities covered by this prospectus which qualify for sale pursuant to Rule 144 of the Securities Act may be sold under Rule 144 rather than pursuant to this prospectus.

Some or all of the common stock covered by this prospectus may be sold to or through an agent, broker-dealer or underwriter. Any shares sold in that manner will be acquired by the agent, broker-dealer and underwriter for its own account and may be resold at different times in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The common stock may be offered to the public through underwriting syndicates presented by one or more managing underwriters or may be offered to the public directly by one or more underwriters. Any public offering price and any discounts or concessions allowed or paid to dealers may be changed at different times. Some of the agents, broker-dealers or underwriters and their associates may be customers of, engage in transactions with and perform services for us or the selling stockholders in the ordinary course of business. To the extent required, the specific number of shares of common stock to be sold, purchase price, public offering price, the names of any agent, broker-dealer or underwriter, and any applicable commission or discount and other terms constituting compensation from the selling stockholders and any other required information with respect to a particular offering will be set forth in an accompanying prospectus supplement or a post-effective amendment. To the extent required, this prospectus may be amended and supplemented from time to time or a post-effective amendment may be filed to describe a specific plan of distribution.

The selling stockholders and any broker-dealers, agents or underwriters that participate with the selling stockholders in the distribution of the shares of common stock may be deemed to be “underwriters” within the meaning of the Securities Act. In this case, any commissions received by these broker-dealers, agents or underwriters and any profit on the resale of the shares of common stock purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. In addition, any profits realized by the selling stockholders may be deemed to be underwriting commissions.

The common stock covered by this prospectus was issued and sold in April 2004 in transactions exempt from the registration requirements of the Securities Act. We have agreed to indemnify each selling stockholder and their respective directors, officers, partners, employees and each person, if any, who controls such selling stockholder within the meaning of the Securities Act, and each selling stockholder has agreed to indemnify us, our directors, our officers, our employees and each person, if any, who controls Hanmi within the meaning of the Securities Act, against specified liabilities arising under the Securities Act. The selling stockholders and any other person participating in such distribution will be subject to the Exchange Act. The Exchange Act rules include, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the shares of common stock by the selling stockholders and any such other person. In addition, Regulation M of the Exchange Act may restrict the ability of any person engaged in the distribution of the shares of common stock to engage in market-making activities with respect to the particular shares of common stock being distributed for a period of up to five business days prior to the commencement of distribution. This may affect the marketability of the shares of common stock and the ability of any person or entity to engage in market-making activities with respect to the shares of common stock.

We are required by the registration rights agreement to use our reasonable best efforts to keep the registration statement, of which this prospectus is a part, effective until the earliest of:

- one year following the date of effectiveness of the registration statement;
- the date when the holders of the common stock subject to the Registration Rights Agreement are able to sell all such securities immediately without restriction pursuant to Rule 144(k) under the Securities Act;

Table of Contents

- the date when all of the common stock subject to the registration rights agreement ceases to be outstanding; or
- the sale, pursuant to the registration statement to which this prospectus relates, of all the securities registered thereunder.

Our obligation to keep the registration statement to which this prospectus relates effective is subject to specified, permitted exceptions (see “Registration Rights”, above). In these cases, we may prohibit offers and sales of shares of common stock pursuant to the registration statement to which this prospectus relates.

LEGAL MATTERS

The validity of the common stock offered hereunder has been passed upon for us by Simpson Thacher & Bartlett LLP.

EXPERTS

The consolidated financial statements of Hanmi as of December 31, 2003 and 2002, and for each of the years in the three-year period ended December 31, 2003, have been incorporated by reference herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing in Hanmi’s 2003 Annual Report on Form 10-K incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The financial statements of PUB as of December 31, 2003 and 2001, and for each of the years ended December 31, 2003 and 2001, have been incorporated by reference herein and in the registration statement in reliance upon the report of KPMG LLP, independent registered public accounting firm, appearing in PUB’s 2003 Annual Report on Form 10-K, incorporated herein by reference to Hanmi’s current report on Form 8-K/A filed July 26, 2004 and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of PUB as of December 31, 2002, and the year ended December 31, 2002, have been incorporated by reference herein and in the registration statement in reliance upon the report of PricewaterhouseCoopers LLP, an independent registered public accounting firm, appearing in PUB’s 2003 Annual Report on Form 10-K incorporated herein by reference to Hanmi’s current report on Form 8-K/A filed July 26, 2004 and upon the authority of said firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports and proxy statements and other information with the SEC. You may read and copy any document which we file at the SEC’s public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our filings with the SEC are also available to the public over the Internet at a World Wide Web site maintained by the SEC at <http://www.sec.gov>.

We have filed with the SEC a registration statement on Form S-3 under the Securities Act with respect to the securities offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all of the information shown in the registration statement. For further information with respect to us and the securities offered by this prospectus, you should read the registration statement and the exhibits thereto which you may inspect at the public reference facilities of the SEC, at the address shown above, or through the SEC’s Web site.

DOCUMENTS INCORPORATED BY REFERENCE

The SEC allows us to “incorporate by reference” information into this prospectus, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by

[Table of Contents](#)

reference the documents listed below and any future filings made by us with the SEC which we may make under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 (other than information in listed documents and future filings that is deemed not to be filed) until the termination of this offering:

- our Annual Report on Form 10-K for the year ended December 31, 2003;
- our Current Reports on Form 8-K filed on January 9, 2004, January 27, 2004, January 30, 2004, March 10, 2004, April 22, 2004, April 28, 2004 and May 3, 2004, and on Form 8-K/A, filed on July 14, 2004 and July 26, 2004;
- our Quarterly Report on Form 10-Q for the quarters ended March 31, 2004 and June 30, 2004; and
- the description of our common stock which is contained in our Registration Statement on Form 8-A (No. 000-30421) filed pursuant to Section 12 of the Securities Exchange Act of 1934, including any amendment or report filed for the purpose of updating such description.

You may request a copy of these incorporated filings without charge by writing or telephoning:

Hanmi Financial Corporation

3660 Wilshire Boulevard
Suite PH-A
Los Angeles, California 90010
(213) 382-2200
Attention: Lisa K. Pai

3,947,369 Shares



Hanmi Financial Corporation

Common Stock

PROSPECTUS

, 2004

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. *Other Expenses of Issuance and Distribution*

The Registrant is paying all of the selling stockholders' expenses related to this offering, except the selling stockholders will pay any applicable broker's commissions and expenses. The following table sets forth the approximate amount of fees and expenses payable by registrant in connection with this registration statement and the distribution of the shares of common stock registered hereby.

Securities and Exchange Commission registration fee	\$14,208.75
Transfer agent's fees and expenses	\$ 1,150
Legal fees and expenses	\$ 40,000
Accounting fees and expenses	\$ 3,000
Printing expenses and miscellaneous expenses	\$ 10,000
Total	\$68,358.75

All of the above items except the registration fee are estimated.

Item 15. *Indemnification of Directors and Officers*

The certificate of incorporation of Hanmi Financial Corporation the liability of Hanmi Financial Corporation's directors for monetary damages arising from a breach of their fiduciary duties to Hanmi Financial Corporation and its stockholders, to the extent permitted by the Delaware General Corporation Law. Such limitation of liability does not affect the availability of equitable remedies such as injunctive relief or rescission.

Hanmi Financial Corporation's certificate of incorporation provides that Hanmi Financial Corporation shall indemnify its directors and officers to the fullest extent permitted by the Delaware General Corporation Law. The bylaws of Hanmi Financial Corporation require Hanmi Financial Corporation to indemnify its directors and officers and such provisions require Hanmi Financial Corporation, among other things, (i) to indemnify its officers and directors against certain liabilities that may arise by reason of their status or service as directors or officers provided such persons acted in good faith and in a manner reasonably believed to be in the best interests of Hanmi Financial Corporation and, with respect to any criminal action, had no cause to believe their conduct was unlawful; (ii) to advance the expenses actually and reasonably incurred by its officers and directors as a result of any proceeding against them as to which they could be indemnified and (iii) to obtain directors' and officers' insurance if available on reasonable terms. There is no action or proceeding pending or, to the knowledge of Hanmi Financial Corporation, threatened which may result in a claim for indemnification by any director, officer, employee or agent of Hanmi Financial Corporation.

The registration rights agreement with respect to the offering of securities registered hereunder provides in certain instances, for indemnification of Hanmi Financial Corporation and its officers and directors by the holders of the securities registered hereunder, against certain liabilities including liabilities under the Securities Act of 1933.

Item 16. Exhibits

(a) Exhibits

- 3.1 Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Hanmi Financial Corporation's registration statement on Form S-4 (No. 333-32770) filed on March 20, 2000).
- 3.2 Certificate of Second Amendment of Certificate of Incorporation.
- 3.3 Bylaws of Hanmi Financial Corporation (incorporated by reference to Exhibit 3.2 filed as part of the Registration Statement on Forms S-4 (No. 333-32770) filed on March 20, 2000).
- 4.3 Registration Rights Agreement among Hanmi Financial Corporation and the purchasers named on the signature page thereto dated as of April 30, 2004.
- 5.1 Opinion and Consent of Simpson Thacher & Bartlett LLP.
- 23.1 Consent of KPMG LLP.
- 23.2 Consent of KPMG LLP.
- 23.3 Consent of PricewaterhouseCoopers LLP.
- 23.4 Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 5.1 above).
- 24 A power of attorney is set forth on the signature page of the Registration Statement.

Item 17. Undertakings

The undersigned registrant hereby undertakes as follows:

(a)(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent not more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however. That paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) That, for purposes of determining any liability under the Securities Act of 1933, each filing of registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where

[Table of Contents](#)

applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer, trustee or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on September 1, 2004.

HANMI FINANCIAL CORPORATION

By: /s/ JAE WHAN YOO

Jae Whan Yoo
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Jae Whan Yoo and Michael J. Winiarski his or her true and lawful attorneys-in-fact and agents, each acting alone, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments (including pre- and post-effective amendments) to this Registration Statement on Form S-3, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, each acting alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, each acting alone, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
_____ /s/ JAE WHAN YOO _____ Jae Whan Yoo	President and Chief Executive Officer (Principal Executive Officer)	September 1, 2004
_____ /s/ MICHAEL J. WINIARSKI _____ Michael J. Winiarski	Senior Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)	September 1, 2004
_____ Ung Kyun Ahn	Director	
_____ Richard B.C. Lee	Director	
_____ /s/ JOSEPH K. RHO _____ Joseph K. Rho	Director	September 1, 2004

[Table of Contents](#)

<u>Signature</u>	<u>Title</u>	<u>Date</u>
I Joon Ahn	Director	
<i>/s/ JOON H. LEE</i>	Director	September 1, 2004
Joon H. Lee		
<i>/s/ STUART S. AHN</i>	Director	September 1, 2004
Stuart S. Ahn		
<i>/s/ CHANG KYU PARK</i>	Director	September 1, 2004
Chang Kyu Park		
<i>/s/ M. CHRISTIAN MITCHELL</i>	Director	September 1, 2004
M. Christian Mitchell		
Won R. Yoon	Director	
William J. Ruh	Director	
<i>/s/ KRAIG A. KUPIEC</i>	Director	September 1, 2004
Kraig A. Kupiec		

INDEX TO EXHIBITS

3.1	Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Hanmi Financial Corporation's registration statement on Form S-4 (No. 333-32770) filed on March 20, 2000).
3.2	Certificate of Second Amendment of Certificate of Incorporation.
3.3	Bylaws of Hanmi Financial Corporation (incorporated by reference to Exhibit 3.2 filed as part of the Registration Statement on Forms S-4 (No. 333-32770) filed on March 20, 2000).
4.3	Registration Rights Agreement among Hanmi Financial Corporation and the purchasers named on the signature page thereto dated as of April 30, 2004.
5.1	Opinion and Consent of Simpson Thacher & Bartlett LLP.
23.1	Consent of KPMG LLP.
23.2	Consent of KPMG LLP.
23.3	Consent of PricewaterhouseCoopers LLP.
23.4	Consent of Simpson Thacher & Bartlett LLP (included in Exhibit 5.1 above).
24	A power of attorney is set forth on the signature page of the Registration Statement.

STATE OF DELAWARE
CERTIFICATE OF SECOND AMENDMENT
OF CERTIFICATE OF INCORPORATION
OF HANMI FINANCIAL CORPORATION

Hanmi Financial Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of Hanmi Financial Corporation resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "IV" so that, as amended, said Article shall be and read as follows:

ARTICLE IV

The Corporation is authorized to issue two classes of stock, designated, respectively, Common Stock and Preferred Stock. The aggregate number of shares of all classes of capital stock which the Corporation shall have authority to issue is two hundred ten million (210,000,000) shares, of which two hundred million (200,000,000) shares shall be Common Stock, with par value of \$.001 per share, and ten million (10,000,000) of which shall be Preferred Stock, with par value of \$.001 per share, issuable in one or more series.

The shares of Preferred Stock may be issued from time to time in one or more series. The Board of Directors is hereby authorized to fix by resolution or resolutions the voting rights, designations, powers, preferences and the relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof of any wholly unissued shares of Preferred Stock; and to fix the number of shares constituting such series, and to increase or decrease the number of shares of any such series, but not below the number of shares thereof then outstanding.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a meeting of the stockholders of said corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

Certificate of Second Amendment
of Certificate of Incorporation
of Hanmi Financial Corporation
Page 2 of 2

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said corporation has caused this certificate to be signed by Lisa K. Pai, an Authorized Officer, this 23(rd) day of June 2004.

By: /S/ Lisa K. Pai

Name: Lisa K. Pai

Title: Sr. Vice President, Chief Legal Counsel
and Corporate Secretary

REGISTRATION RIGHTS AGREEMENT, dated as of April 30, 2004, by and between Hanmi Financial Corporation, a Delaware corporation (together with any successor entity, herein referred to as the "ISSUER"), and the purchasers named on the signature pages hereto (the "INVESTORS").

Pursuant to the Securities Purchase Agreements, each dated as of December 22, 2003, between the Issuer and the Investors (the "PURCHASE AGREEMENTS"), (i) the Investors have agreed to purchase from the Issuer the respective numbers of shares (the "SHARES") of common stock, \$0.001 par value per share, of the Issuer (the "COMMON STOCK") set forth on the signature pages to the Purchase Agreements, and (ii) the Issuer has agreed to enter into a registration rights agreement with the Investors on the terms set forth in the Purchase Agreements.

The parties hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have the following meanings:

AGREEMENT: This Registration Rights Agreement, as amended, modified or otherwise supplemented from time to time in accordance with the terms hereof.

BLUE SKY APPLICATION: As defined in Section 5(a) hereof.

BUSINESS DAY: A day other than a Saturday or Sunday or any day on which banking institutions in The City of Los Angeles are authorized or obligated by law or executive order to close.

COMMISSION: Securities and Exchange Commission.

COMMON STOCK: As defined in the preamble hereto.

EFFECTIVENESS PERIOD: As defined in Section 2(a)(iii) hereof.

EXCHANGE ACT: Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder.

HOLDER: A Person who owns, beneficially or otherwise, Transfer Restricted Securities.

INDEMNIFIED HOLDER: As defined in Section 5(a) hereof.

INVESTORS: As defined in the preamble hereto.

ISSUER: As defined in the preamble hereto.

MAJORITY OF HOLDERS: Holders holding more than 50% of the aggregate number of Transfer Restricted Securities outstanding at the applicable point in time.

NASD: National Association of Securities Dealers, Inc.

2

PERSON: An individual, partnership, corporation, unincorporated organization, limited liability company, trust, joint venture or a government or agency or political subdivision thereof.

PRIVATE PLACEMENT: The private placement of 3,947,369 shares of Common Stock pursuant to the Purchase Agreements.

PROSPECTUS: The prospectus included in the Shelf Registration Statement, as amended or supplemented by any prospectus supplement and by all other amendments thereto, including post-effective amendments, and all material incorporated by reference into such Prospectus.

PURCHASE AGREEMENTS: As defined in the preamble hereto.

QUESTIONNAIRE: As defined in Section 2(b) hereof.

QUESTIONNAIRE DEADLINE: As defined in Section 2(b) hereof.

SECURITIES ACT: Securities Act of 1933, as amended, and the rules and resolutions of the Commission thereunder.

SHARES: As defined in the preamble hereto.

SHELF FILING DEADLINE: As defined in Section 2(a)(i) hereof.

SHELF REGISTRATION STATEMENT: As defined in Section 2(a)(i) hereof.

SUSPENSION NOTICE. As defined in Section 3(c) hereof.

SUSPENSION PERIOD. As defined in Section 3(b)(i) hereof.

TRANSFER RESTRICTED SECURITIES: Each share of Common Stock issued in the Private Placement (including the Shares) until the earlier of:

(i) the date on which such share has been effectively registered under the Securities Act and disposed of in accordance with the Shelf Registration Statement;

(ii) the date on which such share is transferred in compliance with Rule 144 under the Securities Act or may be sold or transferred by a person who is not an affiliate of the Issuer pursuant to Rule 144 under the Securities Act (or any other similar provision then in force) without any volume or manner of sale restrictions thereunder; or

(iii) the date on which such share ceases to be outstanding (whether as a result of repurchase by the Issuer or otherwise).

3

UNDERWRITTEN REGISTRATION OR UNDERWRITTEN OFFERING: A registration in which Transfer Restricted Securities of the Issuer are sold to an underwriter for reoffering to the public.

2. SHELF REGISTRATION.

(a) The Issuer shall:

(i) not later than 90 days after the date hereof (the "SHELF FILING DEADLINE"), cause to be filed a registration statement pursuant to Rule 415 under the Securities Act (together with any amendments thereto, and including any documents incorporated by reference therein, the "SHELF REGISTRATION STATEMENT"), which Shelf Registration Statement shall provide for resales of all Transfer Restricted Securities held by Holders that have provided the information required pursuant to the terms of Section 2(b) hereof;

(ii) use its reasonable best efforts to cause the Shelf Registration Statement to be declared effective by the Commission as promptly as practicable but in any event not later than 60 days after the date of filing; and

(iii) use its reasonable best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the provisions of Section 3(b) hereof to the extent necessary to ensure that it (A) is available for resales by the Holders of Transfer Restricted Securities entitled to the benefit of this Agreement and (B) conforms with the requirements of this Agreement and the Securities Act for a period (the "EFFECTIVENESS PERIOD") of:

(1) one year following the date of effectiveness of the Shelf Registration Statement; or

(2) such shorter period that will terminate when (x) all of the Holders of Transfer Restricted Securities are able to sell all Transfer Restricted Securities immediately without restriction pursuant to Rule 144(k) under the Securities Act or any successor rule thereto, (y) when all Transfer Restricted Securities have ceased to be outstanding (whether as a result of repurchase by the Issuer or otherwise) or (z) all Transfer Restricted Securities registered under the Shelf Registration Statement have been sold;

provided, however, that the one year period in Section 2(a)(iii)(1) shall be extended by a period equal to the aggregate number of days in any and all "Suspension Periods" under Section 3(a)(i).

(b) To have its Transfer Restricted Securities included in the Shelf Registration Statement pursuant to this Agreement, each Holder shall complete the Selling Securityholder Notice and Questionnaire, the form of which is attached as Annex A hereto (the "QUESTIONNAIRE"). The Issuer shall mail the Questionnaire to each Holder not less than 20 Business Days (but not more than 40 Business Days) prior to the time the Issuer intends in good

4

faith to have the Shelf Registration Statement declared effective by the Commission. Holders are required to complete and deliver the Questionnaire to the Issuer within 20 Business Days after the Issuer's date of mailing thereof (the "QUESTIONNAIRE DEADLINE"). Upon receipt of a Questionnaire from a Holder on or prior to the Questionnaire Deadline, the Issuer shall include such Holder's

Transfer Restricted Securities in the Shelf Registration Statement and the Prospectus. Holders that do not complete the Questionnaire and deliver it to the Issuer prior to the Questionnaire Deadline shall not be named as a selling Holder in the Prospectus or any preliminary Prospectus included in the Shelf Registration Statement and therefore shall not be permitted to sell any Transfer Restricted Securities pursuant to the Shelf Registration Statement.

(c) Upon receipt of written request for additional information from the Issuer, each Holder who intends to be named as a selling securityholder in the Shelf Registration Statement shall furnish to the Issuer in writing, within 20 Business Days after such Holder's receipt of such request, such additional information regarding such Holder and the proposed distribution by such Holder of its Transfer Restricted Securities, in connection with the Shelf Registration Statement or Prospectus or Preliminary Prospectus included therein and in any application to be filed with or under state securities law, as the Issuer may reasonably request. In connection with all such requests for information from Holders of Transfer Restricted Securities, the Issuer shall notify such Holders of the requirements set forth in this paragraph regarding their obligation to provide the information requested pursuant to this Section 2(c). Each Holder as to which the Shelf Registration Statement is being filed agrees to furnish promptly to the Issuer all information required to be disclosed in order to make information previously furnished to the Issuer by such Holder not materially misleading.

3. REGISTRATION PROCEDURES.

(a) In connection with the Shelf Registration Statement and any Prospectus required by this Agreement to permit the sale of Transfer Restricted Securities by the Holders thereof, the Issuer shall:

(i) Subject to any notice by the Issuer in accordance with this Section 3(a) of the existence of any fact or event of the kind described in Section 3(a)(iii)(D), use its reasonable best efforts to keep the Shelf Registration Statement continuously effective during the Effectiveness Period; upon the occurrence of any event that would cause the Shelf Registration Statement or the Prospectus contained therein (A) to contain a material misstatement or omission or (B) not be effective and usable for resale of Transfer Restricted Securities during the Effectiveness Period, the Issuer shall file promptly an appropriate amendment to the Shelf Registration Statement, a supplement to the Prospectus or a report with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, in the case of clause (A), correcting any such misstatement or omission, and, in the case of either clause (A) or (B), use its reasonable best efforts to cause such amendment to be declared effective and the Shelf Registration Statement and the related Prospectus to become usable for their intended purposes as soon as practicable thereafter. Notwithstanding the foregoing, the Issuer may suspend the effectiveness of the Shelf Registration

5

Statement by written notice to the Holders for a period not to exceed an aggregate of 45 days in any 90-day period (each such period, a "SUSPENSION PERIOD") if:

(x) an event occurs and is continuing as a result of which the Shelf Registration Statement would, in the Issuer's good faith judgment, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; and

(y) the Issuer reasonably determines that the disclosure of such event at such time would have a material adverse effect on the business of the Issuer and its subsidiaries, taken as a whole;

provided that in the event the disclosure relates to a previously undisclosed proposed or pending material business transaction, the disclosure of which would impede the Issuer's ability to consummate such transaction, the Issuer may extend a Suspension Period from 45 days to 75 days; provided, however, that Suspension Periods shall not exceed an aggregate of 90 days in any 360-day period.

(ii) Prepare and file with the Commission such amendments and post-effective amendments to the Shelf Registration Statement as may be necessary to keep the Shelf Registration Statement effective during the Effectiveness Period; cause the Prospectus to be supplemented by any required Prospectus supplement, and as so supplemented to be filed pursuant to Rule 424 under the Securities Act, and to comply fully with the applicable provisions of Rules 424 and 430A under the Securities Act in a timely manner; and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by the Shelf Registration

Statement during the applicable period in accordance with the intended method or methods of distribution by the sellers thereof set forth in the Shelf Registration Statement or supplement to the Prospectus; provided, however, that in no event will such method(s) of distribution take the form of an Underwritten Offering without the prior written agreement of the Issuer, which agreement shall not be unreasonably withheld.

(iii) Advise the underwriter(s), if any, and selling Holders promptly (but in any event within five Business Days) and, if requested by such Persons, to confirm such advice in writing:

(A) when the Prospectus or any Prospectus supplement or post-effective amendment has been filed, and, with respect to the Shelf Registration Statement or any post-effective amendment thereto, when the same has become effective,

(B) of any request by the Commission for amendments to the Shelf Registration Statement or amendments or supplements to the Prospectus or for additional information relating thereto,

6

(C) of the issuance by the Commission of any stop order suspending the effectiveness of the Shelf Registration Statement under the Securities Act or of the suspension by any state securities commission of the qualification of the Transfer Restricted Securities for offering or sale in any jurisdiction, or the initiation of any proceeding for any of the preceding purposes, or

(D) of the existence of any fact or the happening of any event, during the Effectiveness Period, that makes any statement of a material fact made in the Shelf Registration Statement, the Prospectus, any amendment or supplement thereto, or any document incorporated by reference therein untrue, or that requires the making of any additions to or changes in the Shelf Registration Statement or the Prospectus in order to make the statements therein not misleading.

If at any time the Commission shall issue any stop order suspending the effectiveness of the Shelf Registration Statement, or any state securities commission or other regulatory authority shall issue an order suspending the qualification or exemption from qualification of the Transfer Restricted Securities under state securities or Blue Sky laws, the Issuer shall use its reasonable best efforts to obtain the withdrawal or lifting of such order at the earliest possible time and will provide to each Holder who is named in the Shelf Registration Statement prompt notice of the withdrawal of any such order.

(iv) Make available at reasonable times for inspection by one or more representatives of the selling Holders, designated in writing by a Majority of Holders whose Transfer Restricted Securities are included in the Shelf Registration Statement, any underwriter participating in any distribution pursuant to the Shelf Registration Statement, and any attorney or accountant retained by such selling Holders or any of the underwriter(s), all financial and other records, pertinent corporate documents and properties of the Issuer as shall be reasonably necessary to enable them to fulfill any applicable due diligence responsibilities, and cause the Issuer's officers, directors, managers and employees to supply all information reasonably requested by any such representative or representatives of the selling Holders, underwriter, attorney or accountant in connection with the Shelf Registration Statement after the filing thereof and before its effectiveness, provided, however, that any information designated by the Issuer as confidential at the time of delivery of such information shall be kept confidential by the recipient thereof and subject, upon request of the Issuer, to the execution of a confidentiality agreement that is reasonable in the context of a registered public offering.

(v) If requested by any selling Holders or the underwriter(s), if any, promptly incorporate in the Shelf Registration Statement or Prospectus, pursuant to a supplement or post-effective amendment if necessary, such information as such selling Holders and underwriter(s), if any, may reasonably request to have included therein with respect to the offering of such securities,

7

including, without limitation: (1) information relating to the "Plan of Distribution" of the Transfer Restricted Securities, (2) information with respect to the number of shares of Common Stock

being sold to such underwriter(s), (3) the purchase price being paid therefor and (4) any other terms of the offering of the Transfer Restricted Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment as soon as reasonably practicable after the Issuer is notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment.

(vi) Furnish to each selling Holder and each of the underwriter(s), if any, upon their request, without charge, at least one copy of the Shelf Registration Statement, as first filed with the Commission, and of each amendment thereto (and any documents incorporated by reference therein or exhibits thereto (or exhibits incorporated in such exhibits by reference) as such Person may request).

(vii) Deliver to each selling Holder and each of the underwriter(s), if any, without charge, as many copies of the Prospectus (including each preliminary prospectus) and any amendment or supplement thereto as such Persons reasonably may request; subject to any notice by the Issuer in accordance with this Section 3(a) of the existence of any fact or event of the kind described in Section 3(a)(iii)(D), the Issuer hereby consents to the use of the Prospectus and any amendment or supplement thereto by each of the selling Holders and each of the underwriter(s), if any, in connection with the offering and the sale of the Transfer Restricted Securities covered by the Prospectus or any amendment or supplement thereto.

(viii) The Issuer shall:

(A) upon request, use its reasonable best efforts to furnish or cause to be furnished to each selling Holder and each underwriter, if any, in such substance and scope as they may reasonably request and as are customarily made by issuers to underwriters in primary underwritten offerings for selling security holders, upon the date of closing of any sale of Transfer Restricted Securities in an Underwritten Registration:

(1) a certificate, dated the date of such closing, signed by the Chief Financial Officer of the Issuer covering such matters as are customarily covered in closing certificates delivered to underwriters in connection with underwritten offerings of securities;

(2) opinions, each dated the date of such closing, of counsel to the Issuer covering such matters as are customarily covered in legal opinions to underwriters in connection with underwritten offerings of securities; and

8

(3) customary comfort letters, dated the date of such closing, from the Issuer's independent accountants (and from any other accountants whose report is contained or incorporated by reference in the Shelf Registration Statement) in the customary form and covering matters of the type customarily covered in comfort letters to underwriters in connection with underwritten offerings of securities;

(B) set forth in full in the underwriting agreement, if any, indemnification provisions and procedures which provide rights no less protective than those set forth in Section 5 hereof with respect to all parties to be indemnified; and

(C) deliver such other documents and certificates as may be reasonably requested by such parties to evidence compliance with clause (A) above and with any customary conditions contained in the underwriting agreement or other agreement entered into by the selling Holders pursuant to this clause (viii).

(ix) Before any public offering of Transfer Restricted Securities, cooperate with the selling Holders, the underwriter(s), if any, and their respective counsel in connection with the registration and qualification of the Transfer Restricted Securities under the securities or Blue Sky laws of such jurisdictions in the United States as the selling Holders or underwriter(s), if any, may reasonably request and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Transfer Restricted Securities covered by the Shelf Registration Statement; provided, however, that the Issuer shall not be required (A) to register or qualify as a foreign corporation or a dealer of securities where it is not now so qualified or to take any action that would subject it to the service of process in any jurisdiction where it is not now so subject or (B) to subject itself to taxation

in any such jurisdiction if it is not now so subject.

(x) Cooperate with the selling Holders and the underwriter(s), if any, to facilitate the timely preparation and delivery of certificates representing Transfer Restricted Securities to be sold and not bearing any restrictive legends (unless required by applicable securities laws); and enable such Transfer Restricted Securities to be in such denominations and registered in such names as the selling Holders or the underwriter(s), if any, may request at least two Business Days before any sale of Transfer Restricted Securities made by such selling Holders or underwriter(s).

(xi) Use its reasonable best efforts to cause the Transfer Restricted Securities covered by the Shelf Registration Statement to be registered with or approved by such other U.S. governmental agencies or authorities as may be necessary to enable the seller or sellers thereof or the underwriter(s), if any, to consummate the disposition of such Transfer Restricted Securities.

(xii) Subject to Section 3(a)(i) hereof, if any fact or event contemplated by Section 3(a)(iii)(D) hereof shall exist or have occurred, use its

9

reasonable best efforts to prepare a supplement or post-effective amendment to the Shelf Registration Statement or related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of Transfer Restricted Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(xiii) Provide CUSIP numbers for all Transfer Restricted Securities not later than the effective date of the Shelf Registration Statement and provide the transfer agent with certificates for the Shares that are in a form eligible for deposit with The Depository Trust Company.

(xiv) Cooperate and provide such information as may be required in any filings required to be made with the NASD and in the performance of any due diligence investigation by any underwriter that is required to be retained in accordance with the rules and regulations of the NASD.

(xv) Otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the Commission and all reporting requirements under the Exchange Act.

(xvi) Provide to each Holder upon written request each document filed with the Commission pursuant to the requirements of Section 13 and Section 15 of the Exchange Act after the effective date of the Shelf Registration Statement.

(b) Each Holder agrees by acquisition of a Transfer Restricted Security that, upon receipt of any notice (a "SUSPENSION NOTICE") from the Issuer of the existence of any fact or the occurrence of any event of the kind described in Section 3(a)(iii)(D) hereof, such Holder will, and will use its reasonable best efforts to cause any underwriter(s) in an Underwritten Offering to, forthwith discontinue disposition of Transfer Restricted Securities pursuant to the Shelf Registration Statement until:

(i) such Holder has received copies of the supplemented or amended Prospectus contemplated by Section 3(a)(xii) hereof; or

(ii) such Holder is advised in writing by the Issuer that the use of the Prospectus may be resumed.

If so directed by the Issuer, each Holder will deliver to the Issuer (at the Issuer's expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Transfer Restricted Securities that was current at the time of receipt of such Suspension Notice.

(c) Following the effectiveness of the Shelf Registration Statement, each Holder shall notify the Issuer at least three Business Days prior to any intended distribution of Transfer

10

Restricted Securities pursuant to the Shelf Registration Statement, which notice shall be effective for five Business Days.

4. REGISTRATION EXPENSES. All expenses incident to the Issuer's

performance of or compliance with this Agreement shall be borne by the Issuer regardless of whether a Shelf Registration Statement becomes effective, including, without limitation:

- (i) all registration and filing fees and expenses;
- (ii) all fees and expenses of compliance with federal securities and state Blue Sky or securities laws;
- (iii) all expenses of printing (including printing of Prospectuses and certificates for the Common Stock) and the Issuer's expenses for messenger and delivery services and telephone;
- (iv) all fees and disbursements of counsel to the Issuer;
- (v) all application and filing fees in connection with listing (or authorizing for quotation) the Common Stock on a national securities exchange or automated quotation system pursuant to the requirements hereof; and
- (vi) all fees and disbursements of independent certified public accountants of the Issuer (including the expenses of any special audit and comfort letters required by or incident to such performance).

The Issuer shall bear its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal, accounting or other duties), the expenses of any annual audit and the fees and expenses of any Person, including special experts, retained by the Issuer.

5. INDEMNIFICATION AND CONTRIBUTION. The Issuer shall indemnify and hold harmless each Holder, such Holder's officers, directors, partners and employees and each person, if any, who controls such Holder within the meaning of the Securities Act (each, an "INDEMNIFIED HOLDER"), from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof (including, but not limited to, any loss, claim, damage, liability or action relating to resales of the Transfer Restricted Securities), to which such Indemnified Holder may become subject, insofar as any such loss, claim, damage, liability or action arises out of, or is based upon:

(i) any untrue statement or alleged untrue statement of a material fact contained in (A) the Shelf Registration Statement or Prospectus or any amendment or supplement thereto or (B) any blue sky application or other document or any amendment or supplement thereto prepared or executed by the Issuer (or based upon written information furnished by or on behalf of the Issuer expressly for use in such blue sky application or other document or amendment or supplement) filed in any jurisdiction specifically for the purpose of qualifying any or all of the Transfer Restricted Securities

11

under the securities law of any state or other jurisdiction (such application or document being hereinafter called a "BLUE SKY APPLICATION"); or

(ii) the omission or alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading,

and shall reimburse each Indemnified Holder promptly upon demand for any legal or other expenses reasonably incurred by such Indemnified Holder in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred; provided, however, that the Issuer shall not be liable in any such case to the extent that any such loss, claim, damage, liability or action arises out of, or is based upon, any untrue statement or alleged untrue statement or omission or alleged omission made in the Shelf Registration Statement or Prospectus or amendment or supplement thereto or Blue Sky Application in reliance upon and in conformity with written information furnished to the Issuer by or on behalf of such Holder (or its related Indemnified Holder) specifically for use therein; provided, further, that the Issuer shall not be liable for any loss, liability, claim, damage or expense to the extent that it arises from (1) an offer or sale of Transfer Restricted Securities occurring during a Suspension Period, provided that such Holder shall have received a Suspension Notice with respect to such Suspension Period prior to such offer or sale or (2) an untrue statement or omission or alleged untrue statement or omission of a material fact contained in a Prospectus, if (x) the Holder failed to deliver, at or prior to the written confirmation of sale, a Prospectus that was amended or supplemented, (y) such Prospectus, as amended or supplemented, would have corrected the untrue statement or omission or alleged untrue statement or omission and (z) the Prospectus, as amended or supplemented, had been delivered to such Holder prior to the time of written confirmation of sale referred to in the preceding clause

(x). The foregoing indemnity agreement is in addition to any liability which the Issuer may otherwise have to any Indemnified Holder.

(b) Each Holder, severally and not jointly, shall indemnify and hold harmless the Issuer, its officers, directors and employees and each person, if any, who controls the Issuer within the meaning of the Securities Act, from and against any loss, claim, damage or liability, joint or several, or any action in respect thereof, to which the Issuer or any such officer, director, employee or controlling person may become subject, insofar as any such loss, claim, damage or liability or action arises out of, or is based upon:

(i) any untrue statement or alleged untrue statement of any material fact contained in the Shelf Registration Statement or Prospectus or any amendment or supplement thereto or any Blue Sky Application; or

(ii) the omission or the alleged omission to state therein any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading,

but in each case only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Issuer by or on behalf of such Holder (or its related Indemnified

12

Holder) specifically for use therein, and shall reimburse the Issuer and any such officer, director, employee or controlling person promptly upon demand for any legal or other expenses reasonably incurred by the Issuer or any such officer, director, employee or controlling person in connection with investigating or defending or preparing to defend against any such loss, claim, damage, liability or action as such expenses are incurred. The foregoing indemnity agreement is in addition to any liability which any Holder may otherwise have to the Issuer and any such officer, director, employee or controlling person. The indemnification obligation set forth in this Section 5(b) shall be limited to the amount of proceeds received by such Holder in connection with the resale of such Holder's Transfer Restricted Securities.

(c) Promptly after receipt by an indemnified party under this Section 5 of notice of any claim or the commencement of any action, the indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under this Section 5, notify the indemnifying party in writing of the claim or the commencement of that action; provided, however, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have under this Section 5 except to the extent it has been materially prejudiced by such failure and, provided, further, that the failure to notify the indemnifying party shall not relieve it from any liability which it may have to an indemnified party otherwise than under this Section 5. If any such claim or action shall be brought against an indemnified party, and it shall notify the indemnifying party thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it wishes, jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense of such claim or action, the indemnifying party shall not be liable to the indemnified party under this Section 5 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof other than reasonable costs of investigation; provided, however, that a Majority of Holders shall have the right to employ a single counsel to represent jointly a Majority of Holders and their respective officers, directors, partners, employees and controlling persons who may be subject to liability arising out of any claim in respect of which indemnity may be sought by a Majority of Holders against the Issuer under this Section 5, if a Majority of Holders seeking indemnification shall have been advised by legal counsel that there may be one or more legal defenses available to them and their respective officers, employees and controlling persons that are different from or additional to those available to the Issuer and its officers, directors, employees and controlling persons, the fees and expenses of a single separate counsel shall be paid by the Issuer. No indemnifying party shall:

(i) without the prior written consent of the indemnified parties (which consent shall not be unreasonably withheld) settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding, or

(ii) be liable for any settlement of any such action effected without its written consent (which consent shall not be unreasonably withheld), but if settled with its

written consent or if there be a final judgment for the plaintiff in any such action, the indemnifying party agrees to indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment.

(d) If the indemnification provided for in this Section 5 shall for any reason be unavailable or insufficient to hold harmless an indemnified party under Section 5(a) or 5(b) in respect of any loss, claim, damage or liability (or action in respect thereof) referred to therein, each indemnifying party shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such loss, claim, damage or liability (or action in respect thereof):

(i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer from the offering and sale of the Transfer Restricted Securities on the one hand and a Holder with respect to the sale by such Holder of the Transfer Restricted Securities on the other, or

(ii) if the allocation provided by Section 5(d)(i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Section 5(d)(i) but also the relative fault of the Issuer on the one hand and the Holders on the other in connection with the statements or omissions or alleged statements or alleged omissions that resulted in such loss, claim, damage or liability (or action in respect thereof), as well as any other relevant equitable considerations.

The relative fault of the parties shall be determined by reference to whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer on the one hand or the Holders on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such statement or omission. The Issuer and each Holder agree that it would not be just and equitable if the amount of contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the first sentence of this paragraph (d). The amount paid or payable by an indemnified party as a result of the loss, claim, damage or liability, or action in respect thereof, referred to above in this Section 5 shall be deemed to include, for purposes of this Section 5, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending or preparing to defend any such action or claim. Notwithstanding the provisions of this Section 5, no Holder shall be required to contribute any amount in excess of the amount by which the total price at which the Transfer Restricted Securities purchased by it were resold exceeds the amount of any damages which such Holder has otherwise been required to pay by reason of any untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute as provided in this Section 5(d) are several and not joint.

6. AVAILABLE INFORMATION. In the event the Issuer is not subject to Section 13 or 15(d) of the Exchange Act, the Issuer hereby agrees with each Holder, for so long as any Transfer Restricted Securities remain outstanding, to make available to any Holder or beneficial

owner of Transfer Restricted Securities in connection with any sale thereof and any prospective purchaser of such Transfer Restricted Securities from such Holder or beneficial owner, the information required by Rule 144A(d)(4) under the Securities Act in order to permit resales of such Transfer Restricted Securities pursuant to Rule 144A. For a period of two years after the date of this Agreement, the Issuer shall timely file all reports required to be filed by Section 13 or 15(d) of the Exchange Act or, if the Issuer is not then subject to Section 13 or 15(d) of the Exchange Act, make publicly available the information required by Rule 144(c)(2).

7. PARTICIPATION IN UNDERWRITTEN REGISTRATIONS. No Holder may participate in any Underwritten Registration hereunder unless such Holder:

(i) agrees to sell such Holder's Transfer Restricted Securities on the basis provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements; and

(ii) completes and executes all reasonable questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up letters and other documents required under the terms of such underwriting arrangements.

8. SELECTION OF UNDERWRITERS. The Holders of Transfer Restricted Securities covered by the Shelf Registration Statement who desire to do so may sell such Transfer Restricted Securities in an Underwritten Offering if approved

by the Issuer, as provided in Section 3(a)(ii). In any such Underwritten Offering, the investment banker or investment bankers and manager or managers that will administer the offering will be selected by a Majority of Holders whose Transfer Restricted Securities are included in such offering; provided, that such investment bankers and managers must be reasonably satisfactory to the Issuer.

9. MISCELLANEOUS.

(a) REMEDIES. The Issuer acknowledges and agrees that any failure by the Issuer to comply with its obligations under Section 2 hereof may result in material irreparable injury to the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, any Holder may obtain such relief as may be required to specifically enforce the Issuer's obligations under Section 2 hereof. The Issuer further agrees to waive the defense in any action for specific performance that a remedy at law would be adequate.

(b) NO INCONSISTENT AGREEMENTS. The Issuer will not, on or after the date of this Agreement, enter into any agreement with respect to its securities that is inconsistent with the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. In addition, the Issuer shall not grant to any of its security holders (other than the Holders of Transfer Restricted Securities in such capacity) the right to include any of its securities in the Shelf Registration Statement provided for in this Agreement other than the Transfer Restricted Securities. The Issuer has not previously entered into any agreement (which has not expired or been terminated) granting any registration rights with respect to its securities to any Person which rights conflict with the provisions hereof.

15

(c) AMENDMENTS AND WAIVERS. This Agreement may not be amended, modified or supplemented, and waivers or consents to or departures from the provisions hereof may not be given, unless the Issuer has obtained the written consent of a Majority of Holders.

(d) NOTICES. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), telex, facsimile transmission, or air courier guaranteeing overnight delivery:

(i) if to a Holder, at the address set forth in the most recent Questionnaire delivered by the Holder to the Issuer or, if none, on the records of the transfer agent of the Common Stock; and

(ii) if to the Issuer:

Hanmi Financial Corporation
3660 Wilshire Boulevard
Penthouse Suite A
Los Angeles, CA 90010
Attention: Stephanie Yoon
Fax: (213) _____
Telephone: (213) 427-5631

With a copy to:

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Lee Meyerson
Fax: (212) 455-2502
Telephone: (212) 455-3675

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt acknowledged, if transmitted by facsimile; and on the next Business Day, if timely delivered to an air courier guaranteeing overnight delivery.

(e) SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including without limitation and without the need for an express assignment, subsequent Holders of Transfer Restricted Securities; provided, however, that (i) this Agreement shall not inure to the benefit of or be binding upon a successor or assign of a Holder unless and to the extent such successor or assign acquired Transfer Restricted Securities from such Holder and (ii) nothing contained herein shall be deemed to permit any assignment, transfer or other disposition of Transfer Restricted Securities in violation of the terms of the Purchase Agreement. If any transferee of any Holder shall acquire Transfer Restricted Securities, in any manner, whether by operation of law or

16

otherwise, such Transfer Restricted Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Transfer Restricted Securities such person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement.

(f) COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(g) SECURITIES HELD BY THE ISSUER OR ITS AFFILIATES. Whenever the consent or approval of Holders of a specified percentage of Transfer Restricted Securities is required hereunder, Transfer Restricted Securities held by the Issuer or its "affiliates" (as such term is defined in Rule 405 under the Securities Act) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.

(h) HEADINGS. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

(j) SEVERABILITY. If any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) ENTIRE AGREEMENT. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein with respect to the registration rights granted by the Issuer with respect to the Transfer Restricted Securities. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Peter H. Huzenga

By: /s/ Peter H. Huizenga

Name: Peter H. Huizenga
Title:

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

The Timothy D. Huizenga Trust

U/T/A 8/17/98

By: /s/ Peter H. Huizenga

Name: Peter H. Huizenga
Title: Trustee

Registration Rights Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement as of

the date first written above.

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

The Peter H. Huizenga, Jr. Trust

U/T/A 12/24/96

By: /s/ Peter H. Huizenga

Name: Peter H. Huizenga
Title: Trustee

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

The Greta Huizenga Trust

U/T/A 5/31/97

By: /s/ Peter H. Huizenga

Name: Peter H. Huizenga
Title: Trustee

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

The Besty Huizenga Trust

U/T/A 3/11/92

By: /s/ Peter H. Huizenga

Name: Peter H. Huizenga
Title: Trustee

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Wellington Mangement Company, LLP.

as Investment Advisor on behalf of the client accounts detailed on the attached Schedule A

By: /s/ Julie A. Jenkins

Name: Julie A. Jenkins
Title: Vice President and Counsel

Registration Rights Agreement

SCHEDULE A

<TABLE>	<CAPTION>
INVESTOR LEGAL NAME	REGISTRATION NAME
<S>	<C>
Wolf Creek Investors (Bermuda) L.P.	Wolf Creek Investors (Bermuda) L.P.
First Financial Fund, Inc.	Hare & Co
Bay Pond Investors (Bermuda) L.P.	Bay Pond Investors (Bermuda) L.P.
Bay Pond Partners, L.P.	Bay Pond Partners, L.P.
Aramus Portfolio Ltd.	Aramus Portfolio Ltd.
Wolf Creek Partners, L.P.	Wolf Creek Partners, L.P.
</TABLE>	

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION
By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR
Financial Stocks Capital Partners II
L.P.
By: Financial Stocks, Inc.
Its: General Partner
By: /s/ Steven N. Stein

Name: Steven N. Stein
Title: Chairman & Chief Executive
Officer

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION
By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR
Financial Stocks Capital Partners III,
L.P.
By: Finstocks Capital Management, LLC
Its: General Partner
By: /s/ Steven N. Stein

Name: Steven N. Stein
Title: Chairman & Chief Executive
Officer

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION
By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTORS

Third Point Partners LP
Third Point Offshore Fund Ltd.
Points West International Investments, Ltd.
Banzai Partners LP
Banzai Offshore Fund Ltd.

By: /s/ Lloyd Blumberg

Name: Lloyd Blumberg
Title: Chief Operating Officer

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

J. David Rosenberg
By: /s/ J. David Rosenberg

Name:
Title:

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Lawrence Partners, LP.
By: /s/ Lawrence Garshofsky

Name: Lawrence Garshofsky
Title: Manager

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Lawrence Offshore Partners, LLC
By: /s/ Lawrence Garshofsky

Name: Lawrence Garshofsky
Title: Manager

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Value Realization Fund

By: /s/ Lawrence Garshofsky

Name: Lawrence Garshofsky
Title: Manager

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

BANC FUND V L.P.

By: MidBanc V L.P.

an Illinois limited partnership,
Its General Partner

By: THE BANC FUNDS COMPANY, L.L.C.

an Illinois limited liability company,
Its General Partner

By: /s/ Charles J. Moore

Name: Charles J. Moore
Title: Member

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

BANC FUND VI L.P.

By: MidBanc VI L.P.

an Illinois limited partnership,
Its General Partner

By: THE BANC FUNDS COMPANY, L.L.C.

an Illinois limited liability company,
Its General Partner

By: /s/ Charles J. Moore

Name: Charles J. Moore
Title: Member

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

By: /s/ Peter C. Cook

Name: Peter C. Cook
Title: Trustee

MOD/AMD 11/26/96 + Succ. Ttee.

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Benjamin Diesbach

By: /s/ Benjamin Diesbach

Name: Benjamin Diesbach
Title:

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

William F. Bahl

By: /s/William F. Bahl

Name: William F. Bahl
Title:

Registration Rights Agreement

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

HANMI FINANCIAL CORPORATION

By: /s/ Jae Whan Yoo

Name: Jae Whan Yoo
Title: President and CEO

INVESTOR

Vere W. Gaynor

By: /s/ Vere W. Gaynor

Name: Vere H. Gaynor
Title:

Registration Rights Agreement

ANNEX A

HANMI FINANCIAL CORPORATION

FORM OF SELLING SECURITY HOLDER NOTICE AND QUESTIONNAIRE

The undersigned beneficial holder of common stock, \$0.001 par value

per share (the "Transfer Restricted Securities") of Hanmi Financial Corporation (the "Issuer") understands that the Issuer has filed, or intends to file, with the Securities and Exchange Commission (the "Commission") one or more registration statements (collectively, the "Shelf Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Transfer Restricted Securities in accordance with the terms of the Registration Rights Agreement, dated as of April 30, 2004 (the "Registration Rights Agreement") by and between the Issuer and the purchasers named on the signature pages thereto. A copy of the Registration Rights Agreement is available from the Issuer upon request at the address set forth below. All capitalized terms not otherwise defined herein have the meaning ascribed thereto in the Registration Rights Agreement.

In order to sell or otherwise dispose of any Transfer Restricted Securities pursuant to the Shelf Registration Statement, a beneficial owner of Transfer Restricted Securities generally will be required to be named as a selling security holder in the related Prospectus, deliver a Prospectus to purchasers of Transfer Restricted Securities and be bound by those provisions of the Registration Rights Agreement applicable to such beneficial owner (including certain indemnification provisions, as described below).

Certain legal consequences arise from being named as a selling security holder in the Shelf Registration Statement and the related Prospectus. Accordingly, registered holders and beneficial owners of Transfer Restricted Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling security holder in the Shelf Registration Statement and the related Prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Security Holder") of Transfer Restricted Securities hereby gives notice to the Issuer of its intention to sell or otherwise dispose of Transfer Restricted Securities beneficially owned by it and listed below in Item 3 (unless otherwise specified under Item 3) pursuant to the Shelf Registration Statement. The undersigned, by signing and returning this Notice and Questionnaire, understands that it will be bound by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement.

Pursuant to the Registration Rights Agreement, the undersigned has agreed to indemnify and hold harmless the Issuer and its directors, officers and employees and each person, if any, who controls the Issuer within the meaning of the Securities Act, from and against certain losses arising in connection with statements concerning the undersigned made in the Shelf Registration Statement or the related Prospectus in reliance upon the information provided in this Notice and Questionnaire.

In connection with any sale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, the undersigned will be required to deliver to the Issuer the Notice of Transfer (completed and signed) set forth in Exhibit 1 attached hereto and hereby undertakes to do so.

The undersigned hereby provides the following information to the Issuer and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

(1) INFORMATION REGARDING SELLING SECURITY HOLDER

(1) Full legal name of Selling Security Holder:

(m) Full legal name of registered holder (if not the same as (a) above) through which Transfer Restricted Securities listed in Item (3) below are held:

(n) Is the Selling Security Holder an SEC-reporting company? If the Selling Security Holder is not an SEC-reporting company, list below the individual or individuals who exercise voting and/or dispositive powers with respect to the Transfer Restricted Securities:

(o) Are you a broker-dealer registered pursuant Section 15 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")?

Yes.

No.

(p) If your response to Item 1 (d) above is "no", are you an "affiliate" of a broker-dealer registered pursuant to Section 15 of the Exchange Act?

Yes.

No.

For purposes of this Item 1(e), an "affiliate" of a registered broker-dealer shall include any company that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such broker-dealer, and does not include any individuals employed by such broker-dealer or its affiliates.

(q) Full legal name of person through which you hold the Transfer Restricted Securities - (i.e. name of your broker or the DTC participant, if applicable, through which your Transfer Restricted Securities are held):

Name of broker: _____

DTC No.: _____

Contact person: _____

Telephone No.: _____

Email address: _____

(2) ADDRESS FOR NOTICES TO SELLING SECURITY HOLDERS

Telephone: _____

Fax: _____

Contact Person: _____

Email address: _____

(3) BENEFICIAL OWNERSHIP OF TRANSFER RESTRICTED SECURITIES

Number of shares of Common Stock beneficially owned:

(4) BENEFICIAL OWNERSHIP OF THE ISSUER'S SECURITIES OWNED BY THE SELLING SECURITY HOLDER

Except as set forth below in this Item (4), the undersigned is not the beneficial or registered owner of any securities of the Issuer other than the Transfer Restricted Securities listed above in Item (3) ("Other Securities").

(a) Type and amount of Other Securities beneficially owned by the Selling Security Holder:

(b) CUSIP No(s) . of such Other Securities beneficially owned:

(5) RELATIONSHIP WITH THE ISSUER

(a) Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Issuer (or its predecessors or affiliates) during the past three years.

State any exceptions here: _____

(b) If the Selling Security Holder is a registered broker-dealer or an "affiliate" of a registered broker-dealer (See Item 1(d) and Item 1(e)), except as set forth below, (i) neither the undersigned nor any of its affiliates has purchased the Transfer Restricted Securities other than in the ordinary course of business, and (ii) at the time of the purchase of the Transfer Restricted Securities to be registered, the undersigned had no agreement or understanding, written or otherwise, with any person to distribute, directly or indirectly, any such Transfer Restricted Securities.

State any exceptions here: _____

(6) PLAN OF DISTRIBUTION

Except as set forth below, the undersigned (including its donees or pledgees) intends to distribute the Transfer Restricted Securities listed above in Item (3) pursuant to the Shelf Registration Statement only as follows (if at all). Such Transfer Restricted Securities may be sold from time to time directly by the undersigned or, alternatively, through underwriters, broker-dealers or agents. If the Transfer Restricted

Securities are sold through underwriters or broker-dealers, the Selling Security Holder will be responsible for underwriting discounts or commissions or agent's commissions. Such Transfer Restricted Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions):

- on any national securities exchange or quotation service on which the Transfer Restricted Securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on such exchanges or services or in the over-the-counter market; or
- through the writing of options.

In connection with sales of the Transfer Restricted Securities or otherwise, the undersigned may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Transfer Restricted Securities and deliver Transfer Restricted Securities to close out such short positions, or loan or pledge Transfer Restricted Securities to broker-dealers that in turn may sell such securities.

Subject to any standstill agreement or other agreement provided by the undersigned in connection with an offering under the Shelf Registration Statement, the undersigned may also resell Transfer Restricted Securities in compliance with Rule 144 or another available exemption from the registration requirements of the Securities Act.

State any exceptions here: _____

Note: In no event will such method(s) of distribution take the form of an underwritten offering of the Transfer Restricted Securities without the prior agreement of the Issuer.

INSTRUCTIONS FOR DELIVERY OF QUESTIONNAIRE

Please return the completed and executed Questionnaire to:

Hanmi Financial Corporation
3660 Wilshire Boulevard
Suite PH-A
Los Angeles, California 90010
Attention: General Counsel
Telephone: _____
Facsimile: _____

ACKNOWLEDGMENTS

The undersigned understands its obligation to comply with the provisions of the Exchange Act and the rules and regulations promulgated thereunder relating to stock manipulation, particularly Regulation M thereunder (or any successor rules or regulations), in connection with any offering of Transfer Restricted Securities pursuant to the Shelf Registration Statement. The undersigned agrees that neither it nor any person acting on its behalf will engage in any transaction in violation of such provisions.

The undersigned hereby acknowledges its obligations under the Registration Rights Agreement to indemnify and hold harmless certain persons as set forth therein.

In accordance with the undersigned's obligation under the Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the undersigned agrees to promptly notify the Issuer of any inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains effective. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing at the address set forth above.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to items (1) through (6) and the inclusion of such information in the Shelf Registration Statement and the related Prospectus. The undersigned understands that such information will be relied upon by the Issuer in connection with the preparation or amendment of the Shelf Registration Statement and the related Prospectus.

Once this Notice and Questionnaire is executed by the undersigned and received by the Issuer, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall

inure to the benefit of and shall be enforceable by, the respective successors, heirs, personal representatives and assigns of the Issuer and the undersigned with respect to the Transfer Restricted Securities beneficially owned by the undersigned and listed in Item (3) above.

This Notice and Questionnaire shall be governed in all respects by the laws of the State of California.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Beneficial Owner

By: _____
Name:
Title:
Date:

EXHIBIT 1

NOTICE OF TRANSFER PURSUANT TO REGISTRATION STATEMENT

Hanmi Financial Corporation
3660 Wilshire Boulevard
Suite PH-A
Los Angeles, CA 90010
Attention: General Counsel

RE: HANMI FINANCIAL CORPORATION (THE "ISSUER")
COMMON STOCK, PAR VALUE \$.001 (THE "COMMON STOCK")

Dear Sirs:

Please be advised that, in accordance with Section 3(c) of the Registration Rights Agreement, dated April 30, 2004, the undersigned proposes to transfer shares of the Issuer's Common Stock, pursuant to the Registration Statement on Form S-3 (File No. -) filed by the Issuer.

We hereby confirm that we will comply with the prospectus delivery requirements, if any, of the Securities Act of 1933, as amended, with respect to the transfer described above and that the undersigned beneficial owner of the Common Stock is named as a selling security holder in the Prospectus dated , 2004 or in amendments or supplements thereto, and that the number of shares of Common Stock to be transferred are included in the shares of Common Stock listed in such Prospectus as amended or supplemented opposite such owner's name.

Name:
Title:
Date:

SIMPSON THACHER & BARTLETT LLP
 425 LEXINGTON AVENUE
 NEW YORK, N.Y. 10017-3954
 (212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

E-MAIL ADDRESS

August 30, 2004

Hanmi Financial Corporation
 3660 Wilshire Boulevard
 Suite PH-A
 Los Angeles, California 90010

Ladies and Gentlemen:

We have acted as counsel to Hanmi Financial Corporation, a Delaware corporation (the "Company"), in connection with the Registration Statement on Form S-3 (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), relating to the registration by the Company of 3,947,369 shares of its Common Stock, par value \$0.001 per share (the "Shares"), originally issued and sold by the Company in a private placement which was consummated in April, 2004.

We have examined the Registration Statement and a form of the share certificate. We also have examined the originals, or duplicates or certified or conformed copies, of such corporate records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Company.

In rendering the opinion set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies and the authenticity of the originals of such latter documents.

LOS ANGELES PALO ALTO HONG KONG LONDON TOKYO

SIMPSON THACHER & BARTLETT LLP

HANMI FINANCIAL CORPORATION - 2 - AUGUST 30, 2004

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that the Shares are validly issued, fully paid and nonassessable.

We do not express any opinion herein concerning any law other than the Delaware General Corporation Law (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing).

We hereby consent to the filing of this opinion letter as Exhibit 5 to the Registration Statement and to the use of our name under the caption "Legal Matters" in the Prospectus included in the Registration Statement.

Very truly yours,

/s/ SIMPSON THACHER & BARTLETT LLP

SIMPSON THACHER & BARTLETT LLP

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Hanmi Financial Corporation:

We consent to the incorporation by reference in the registration statement on Form S-3 of Hanmi Financial Corporation of our report dated January 25, 2004, with respect to the consolidated balance sheets of Hanmi Financial Corporation and subsidiary as of December 31, 2003 and 2002, and the related consolidated statements of operations, changes in shareholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2003, which report appears in the December 31, 2003 annual report on Form 10-K of Hanmi Financial Corporation. We also consent to the reference to our firm under the heading "Experts" in such registration statement.

/s/ KPMG LLP
Los Angeles, California
September 1, 2004

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Hanmi Financial Corporation:

We consent to the incorporation by reference in the registration statement on Form S-3 of Hanmi Financial Corporation of our report dated February 20, 2004, with respect to the balance sheets of Pacific Union Bank as of December 31, 2003 and 2001, and the related statements of operations, changes in shareholders' equity and comprehensive income, and cash flows for each of the years ended December 31, 2003 and 2001, which report appears in the December 31, 2003 annual report on Form 10-K of Pacific Union Bank. We also consent to the reference to our firm under the heading "Experts" in such registration statement.

/s/ KPMG LLP
Los Angeles, California
September 1, 2004

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S 3 of Hanmi Financial Corporation our report dated January 20, 2003 relating to the financial statements of Pacific Union Bank for the year ended December 31, 2002, which appears in Hanmi Financial Corporation's current report on Form 8-K/A dated July 26, 2004. We also consent to the reference to us under the heading "Experts" in such Registration Statement.

/s/ PricewaterhouseCoopers LLP
Los Angeles, CA
August 30, 2004