

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

FORM 10-K/A
(Amendment No. 1)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Fiscal Year Ended December 31, 2008

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Transition Period From ___ To ___

Commission File Number: 000-30421

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, Penthouse Suite A
Los Angeles, California

(Address of Principal Executive Offices)

90010

(Zip Code)

(213) 382-2200

(Registrant's Telephone Number, Including Area Code)

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class

Common Stock, \$0.001 Par Value

Name of Each Exchange on Which Registered

NASDAQ "Global Select Market"

Securities Registered Pursuant to Section 12(g) of the Act:

None

(Title of Class)

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

As of June 30, 2008, the aggregate market value of the common stock held by non-affiliates of the Registrant was approximately \$194,704,000. For purposes of the foregoing calculation only, in addition to affiliated companies, all directors and officers of the Registrant have been deemed affiliates.

Number of shares of common stock of the Registrant outstanding as of March 1, 2009 was 45,901,549 shares.

Documents Incorporated By Reference Herein: Registrant's Definitive Proxy Statement for its Annual Meeting of Stockholders, which will be filed within 120 days of the fiscal year ended December 31, 2008, is incorporated by reference into Part III of this report.

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EXPLANATORY NOTE

This Amendment No. 1 on Form 10-K/A amends Hanmi Financial Corporation's Annual Report on Form 10-K for the year ended December 31, 2008, filed with the Securities and Exchange Commission on March 16, 2009. This Amendment is being filed solely to amend the Consent of Independent Registered Public Accounting Firm, which is filed herewith as Exhibit 23, in order to include two additional registration statements, and to include certain exhibits that were inadvertently omitted.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended, new certifications by our principal executive officer and principal financial officer are filed herewith as Exhibits 31.1, 31.2, 32.1 and 32.2.

This Amendment No. 1 on Form 10-K/A does not modify or update the disclosures set forth in the original filing, including the financial statements and notes to the financial statements set forth in the 2008 Form 10-K.

PART IV

ITEM 15. EXHIBITS, FINANCIAL STATEMENT SCHEDULES

(a) Financial Statements and Schedules

- (1) The Financial Statements required to be filed hereunder are listed in the Index to Consolidated Financial Statements on page 3 of this Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended December 31, 2008 and contained in Item 8 of the Annual Report on Form 10-K filed on March 16, 2009.
- (2) All Financial Statement Schedules have been omitted as the required information is inapplicable or has been included in the Notes to Consolidated Financial Statements.
- (3) The Exhibits required to be filed with this Report are listed in the Exhibit Index included herein at pages 5 and 6 of this Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended December 31, 2008.

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* *Page number references are to the Hanmi Financial Corporation 2008 Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 16, 2009.*

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the Registrant has duly caused this Amendment No. 1 to Annual Report on Form 10-K to be signed on its behalf by the undersigned, thereunto duly authorized.

HANMI FINANCIAL CORPORATION

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

Date: April 7, 2009

HANMI FINANCIAL CORPORATION AND SUBSIDIARIES

EXHIBIT INDEX

To Amendment No. 1 to the Annual Report on Form 10-K/A for the Year Ended December 31, 2008

Exhibit Number	Document
3.1	Amended and Restated Certificate of Incorporation of Hanmi Financial Corporation %
3.2	Certificate of Second Amendment of Certificate of Incorporation of Hanmi Financial Corporation %
3.3	Amended and Restated Bylaws of Hanmi Financial Corporation %
3.4	Certificate of Amendment to Bylaws of Hanmi Financial Corporation %
10.1	Amended and Restated Trust Agreement of Hanmi Capital Trust I dated as of January 8, 2004 among Hanmi Financial Corporation, Deutsche Bank Trust Company Americas, as Property Trustee, Deutsche Bank Trust Company Delaware, as Delaware Trustee, and the Administrative Trustees Named Therein ⁽³⁾
10.2	Hanmi Capital Trust I Junior Subordinated Indenture dated as of January 8, 2004 entered into between Hanmi Financial Corporation and Deutsche Bank Trust Company Americas, as Trustee (included as exhibit D to Exhibit 10.1) ⁽³⁾
10.3	Hanmi Capital Trust I Guarantee Agreement dated as of January 8, 2004 entered into between Hanmi Financial Corporation, as Guarantor, and Deutsche Bank Trust Company Americas, as Guarantee Trustee ⁽³⁾
10.4	Hanmi Capital Trust I Form of Common Securities Certificate (included as exhibit B to Exhibit 10.1) ⁽³⁾
10.5	Hanmi Capital Trust I Form of Preferred Securities Certificate (included as exhibit C to Exhibit 10.1) ⁽³⁾
10.6	Amended and Restated Trust Agreement of Hanmi Capital Trust II dated as of March 15, 2004 among Hanmi Financial Corporation, Deutsche Bank Trust Company Americas, as Property Trustee, Deutsche Bank Trust Company Delaware, as Delaware Trustee, and the Administrative Trustees Named Therein ⁽³⁾
10.7	Hanmi Capital Trust II Junior Subordinated Indenture dated as of March 15, 2004 entered into between Hanmi Financial Corporation and Deutsche Bank Trust Company Americas, as Trustee (included as exhibit D to Exhibit 10.6) ⁽³⁾
10.8	Hanmi Capital Trust II Guarantee Agreement dated as of March 15, 2004 entered into between Hanmi Financial Corporation, as Guarantor, and Deutsche Bank Trust Company Americas, as Guarantee Trustee ⁽³⁾
10.9	Hanmi Capital Trust II Form of Common Securities Certificate (included as exhibit B to Exhibit 10.6) ⁽³⁾
10.10	Hanmi Capital Trust II Form of Preferred Securities Certificate (included as exhibit C to Exhibit 10.6) ⁽³⁾
10.11	Amended and Restated Trust Agreement of Hanmi Capital Trust III dated as of April 28, 2004 among Hanmi Financial Corporation, Deutsche Bank Trust Company Americas, as Property Trustee, Deutsche Bank Trust Company Delaware, as Delaware Trustee, and the Administrative Trustees Named Therein ⁽³⁾
10.12	Hanmi Capital Trust III Junior Subordinated Indenture dated as of April 28, 2004 entered into between Hanmi Financial Corporation and Deutsche Bank Trust Company Americas, as Trustee (included as exhibit D to Exhibit 10.11) ⁽³⁾
10.13	Hanmi Capital Trust III Guarantee Agreement dated as of April 28, 2004 entered into between Hanmi Financial Corporation, as Guarantor, and Deutsche Bank Trust Company Americas, as Guarantee Trustee ⁽³⁾
10.14	Hanmi Capital Trust III Form of Common Securities Certificate (included as exhibit B to Exhibit 10.11) ⁽³⁾
10.15	Hanmi Capital Trust III Form of Preferred Securities Certificate (included as exhibit C to Exhibit 10.11) ⁽³⁾
10.16	Employment Agreement Between Hanmi Financial Corporation and Hanmi Bank, on the One Hand, and Jay S. Yoo, on the Other Hand, dated as of June 19, 2008 ⁽⁴⁾
10.17	Hanmi Financial Corporation 2007 Equity Compensation Plan ⁽¹⁾
10.18	Separation Agreement between Hanmi Financial Corporation and Dr. Sung Won Sohn, dated December 27, 2007 ⁽²⁾
10.19	Employment Offer Letter to John Park from Hanmi Bank dated August 13, 2008 ⁽⁵⁾
10.20	Hanmi Financial Corporation Year 2000 Stock Option Plan ⁽⁸⁾ #

HANMI FINANCIAL CORPORATION AND SUBSIDIARIES

EXHIBIT INDEX (Continued)

To Amendment No. 1 to the Annual Report on Form 10-K/A for the Year Ended December 31, 2008

Exhibit Number	Document
10.21	Form of Notice of Stock Option Grant and Agreement Pursuant to 2007 Equity Compensation Plan#
10.22	Form of Notice of Grant and Restricted Stock Agreement Pursuant to 2007 Equity Compensation Plan#
10.23	Form of Severance and Release Agreement with Former Directors#
10.24	Employment Offer Letter with Brian E. Cho, executed November 1, 2007 ⁽⁷⁾ #
14	Code of Ethics ⁽⁶⁾
21	Subsidiaries of the Registrant ⁽⁷⁾
23	Consent of KPMG LLP #
31.1	Certification of Chief Executive Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended#
31.2	Certification of Chief Financial Officer pursuant to Rule 13a-14(a) and Rule 15d-14(a) of the Securities Exchange Act, as amended#
32.1	Certification of Chief Executive Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002#
32.2	Certification of Chief Financial Officer Pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002#

(1) Previously filed and incorporated by reference herein from Hanmi Financial's Current Report on Form 8-K filed with the SEC on June 26, 2007.

(2) Previously filed and incorporated by reference herein from Hanmi Financial's Current Report on Form 8-K filed with the SEC on December 27, 2007.

(3) Previously filed and incorporated by reference herein from Hanmi Financial's Quarterly Report on Form 10-Q for the quarter ended June 30, 2004 filed with the SEC on August 9, 2004.

(4) Previously filed and incorporated by reference herein from Hanmi Financial's Quarterly Report on Form 10-Q for the quarter ended June 30, 2008 filed with the SEC on August 11, 2008.

(5) Previously filed and incorporated by reference herein from Hanmi Financial's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008 filed with the SEC on November 7, 2008.

(6) Previously filed and incorporated by reference herein from Hanmi Financial's Annual Report on Form 10-K for the year ended December 31, 2004 filed with the SEC on March 16, 2005.

(7) Previously filed and incorporated by reference herein from Hanmi Financial's Annual Report on Form 10-K for the year ended December 31, 2007 filed with the SEC on February 29, 2008.

(8) Previously filed and incorporated by reference herein from Hanmi Financial's Registration Statement on Form S-8 filed with the SEC on August 18, 2000.

% Exhibit previously included in Hanmi Financial's 2008 Annual Report on Form 10-K filed with the Securities and Exchange Commission on March 16, 2009.

Exhibit is being included with this Amendment No. 1 to the Annual Report on Form 10-K/A for the year ended December 31, 2008.

**HANMI FINANCIAL CORPORATION
2007 EQUITY COMPENSATION PLAN**

**FORM OF
NOTICE OF STOCK OPTION GRANT AND AGREEMENT**

Name: _____ **Option Number:** _____ shares
Address: _____ **Plan Name:** 2007 Equity Incentive Plan

Effective _____, ("Grant Date"), you have been granted **incentive** stock option to purchase _____ (_____) shares of Hanmi Financial Corporation common stock at an Exercise Price of \$ _____ per share pursuant to the Hanmi Financial Corporation, 2007 Equity Incentive Plan (the "Plan"). Except as otherwise defined herein, terms with initial capital letters shall have the same meanings set forth in the Plan. **A copy of the Plan** is attached to this Notice and Agreement. The terms and conditions of the Plan are incorporated herein by this reference.

Subject to the terms and conditions of the Plan, this Option shall vest over a period of five (5) years beginning on the Grant Date. On each anniversary of the Grant Date during this five year period, 20% of the shares that may be purchased under this Option shall become vested and this Option shall be exercisable with respect to the vested shares. This Option shall expire and shall no longer be exercisable **ten (10) years** from the Grant Date.

By accepting this grant and exercising any portion of the Option, you represent that you: (i) agree to the terms and conditions of this Notice and Agreement and the Plan; (ii) have reviewed the Plan and the Notice and Agreement in their entirety, and have had an opportunity to obtain the advice of legal counsel and/or your tax advisor with respect thereto; (iii) fully understand and accept all provisions hereof; (iv) agree to accept as binding, conclusive, and final all of the Administrator's decisions regarding, and all interpretations of, the Plan and the Notice and Agreement; and (v) agree to notify the Company upon any change in your home address indicated above.

Please return a signed copy of this Notice of Stock Option Grant and Agreement to **Hanmi Bank HR Dept., 3660 Wilshire Blvd., PH-A, Los Angeles, CA 90010** and retain a copy for your records.

Dated: _____

**For Hanmi Financial Corporation
Jay S. Yoo, President & CEO**

ACKNOWLEDGMENT

I hereby acknowledge receipt of a copy of this Agreement as well as a copy of the Stock Option Plan.

OPTIONEE _____
Name: _____

HANMI FINANCIAL CORPORATION
2007 EQUITY COMPENSATION PLAN

FORM OF
NOTICE OF GRANT
AND
RESTRICTED STOCK AGREEMENT

You have been granted the number of Common Shares of Restricted Stock of Hanmi Financial Corporation. (the "Company"), as set forth below ("Common Shares"), subject to the terms and conditions of the Hanmi Financial Corporation 2007 Equity Compensation Plan ("Plan"), and this Notice of Grant and Restricted Stock Agreement including the attachments hereto (collectively, "Notice and Agreement"). Unless otherwise defined in the Notice and Agreement, terms with initial capital letters shall have the meanings set forth in the Plan.

Participant:
Home Address:

Soc. Sec. No.:
Number of Common Shares of
Restricted Stock Granted:

shares

Grant Date:
Vesting Commencement Date:
Period of Restriction and Release of Common Shares from Company's
Return Right (see Sections 2 and 3 of attached Agreement)

The Period of Restriction, during which the Common Shares shall be subject to the
Company's Return Right, shall lapse as follows:

- - The Period of Restriction: 5 yrs.
- - One-fifth (1/5th) of the shares will be released from the restrictions on transfer every year. (5 yrs. Vesting)

By signing below, you accept this grant of Common Shares and you hereby represent that you: (i) agree to the terms and conditions of this Notice and Agreement and the Plan; (ii) have reviewed the Plan and the Notice and Agreement in their entirety, and have had an opportunity to obtain the advice of legal counsel and/or your tax advisor with respect thereto; (iii) fully understand and accept all provisions hereof; (iv) agree to accept as binding, conclusive, and final all of the Administrator's decisions regarding, and all interpretations of, the Plan and the Notice and Agreement; and (v) agree to notify the Company upon any change in your home address indicated above.

AGREED AND ACCEPTED:

Signature:
Print Name:

HANMI FINANCIAL CORPORATION
AMENDED AND RESTATED 2007 EMPLOYEE STOCK INCENTIVE PLAN
RESTRICTED STOCK AGREEMENT

1. **Grant of Restricted Stock.** The Company has granted to you the number of Common Shares of Restricted Stock specified in the Notice of Grant on the preceding page ("**Notice of Grant**"), subject to the following terms and conditions. In consideration of such grant, you agree to be bound by such terms and conditions, and by the terms and conditions of the Plan.
2. **Period of Restriction.** During the Period of Restriction specified in the Notice of Grant, the Common Shares shall remain subject to the Company's Return Right (defined in Section 3). The Period of Restriction shall expire and the Company's Return Right shall lapse as to the Common Shares granted in the amount(s) and on the date(s) specified in the Notice of Grant (each, a "**Release Date**"); provided, however, that no Common Shares shall be released on any Release Date if the Participant has ceased Continuous Status as an Employee, Consultant or Director on or prior to such date. Any and all Common Shares subject to the Company's Return Right at any time shall be defined in this Notice and Agreement as "**Unreleased Common Shares**."
3. **Return of Restricted Stock to Company.** If Participant ceases Continuous Status as an Employee, Consultant or Director for any reason (a "**Return Event**"), the Company shall become the legal and beneficial owner of the Unreleased Common Shares and all rights and interests therein or relating thereto, and the Company shall have the right to retain and transfer such Unreleased Common Shares to its own name. The Participant shall continue to own any Common Shares subject to the terms of the Plan and this Notice and Agreement with respect to which the Participant has Continuous Status as an Employee, Consultant or Director through the Release Date(s) specified in the Notice of Grant for such Common Shares.
4. **Restriction on Transfer.** Except for the transfer of the Common Shares to the Company or its assignees contemplated by this Notice and Agreement, none of the Common Shares or any beneficial interest therein shall be transferred, encumbered or otherwise disposed of in any way until the Release Date for such Common Shares set forth in this Notice and Agreement. In addition, as a condition to any transfer of the Common Shares after such Release Date, the Company may, in its discretion, require: (i) that the Common Shares shall have been duly listed upon any national securities exchange or automated quotation system on which the Company's Common Stock may then be listed or quoted; (ii) that either (a) a registration statement under the Securities Act of 1933, as amended ("**Securities Act**") with respect to the Common Shares shall be effective, or (b) in the opinion of counsel for the Company, the proposed purchase shall be exempt from registration under the Securities Act and the Participant shall have entered into agreements with the Company as reasonably required; and (iii) fulfillment of any other requirements deemed necessary by counsel for the Company to comply with Applicable Law.
5. **Retention of Common Shares.** To ensure the availability for delivery of the Participant's Unreleased Common Shares upon their return to the Company pursuant to this Notice and Agreement, the Company shall retain possession of the share certificates representing the Unreleased Common Shares, together with a stock assignment duly endorsed in blank, attached hereto as **Exhibit A**. The Company shall hold the Unreleased Common Shares and related stock assignment until the Release Date for such Common Shares. In addition, the Company may require the spouse of Participant, if any, to execute and deliver to the Company the Consent of Spouse in the form attached hereto as **Exhibit B**. When a Return Event or Release Date occurs,

the Company shall promptly deliver the certificate for the applicable Common Shares to the Company or to the Participant, as the case may be.

6. Stockholder Rights. Subject to the terms hereof, the Participant shall have all the rights of a stockholder with respect to the Common Shares while they are retained by the Company pursuant to Section 5, including without limitation, the right to vote the Common Shares and to receive any cash dividends declared thereon. If, from time to time prior to the Release Date, there is (i) any stock dividend, stock split or other change in the Common Shares, or (ii) any merger or sale of all or substantially all of the assets or other acquisition of the Company, any and all new, substituted or additional securities to which the Participant shall be entitled by reason of the Participant's ownership of the Common Shares shall be immediately subject to the terms of this Notice and Agreement and included thereafter as "Common Shares" for purposes of this Notice and Agreement.

7. Legends. The share certificate evidencing the Common Shares, if any, issued hereunder shall be endorsed with the following legend (in addition to any legend required under applicable state securities laws):

THE COMMON SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS UPON TRANSFER, OBLIGATIONS TO RETURN TO AND THE COMPANY, AS SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE HOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

8. U.S. Tax Consequences. The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Notice and Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its employees or agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of the transactions contemplated by this Notice and Agreement. The Participant understands that for U.S. taxpayers, Section 83 of the Internal Revenue Code of 1986, as amended (the "Code"), taxes as ordinary income the difference between the purchase price for the Common Shares, if any, and the fair market value of the Common Shares as of the date any restrictions on the Common Shares lapse. In this context, "restriction" includes the right of the Company to the return of the Common Shares upon a Return Event. The Participant understands that if he/she is a U.S. taxpayer, the Participant may elect to be taxed at the time the Common Shares are awarded as Restricted Stock rather than when and as the Return Right expires by filing an election under Section 83(b) of the Code with the IRS within 30 days from the date of acquisition. The form for making this election is attached as Exhibit C hereto.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS THE PARTICIPANT'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), IF APPLICABLE, EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

9. General.

(a) This Notice and Agreement shall be governed by and construed under the laws of the State of California. The Notice and Agreement and the Plan, which is incorporated herein by reference, represents the entire agreement between the parties with respect to the Common Shares

of Restricted Stock granted to the Participant. In the event of a conflict between the terms and conditions of the Plan and the terms and conditions of this Notice and Agreement, the terms and conditions of the Plan shall prevail.

(b) Any notice, demand or request required or permitted to be delivered by either the Company or the Participant pursuant to the terms of this Notice and Agreement shall be in writing and shall be deemed given when delivered personally, deposited with an international courier service, or deposited in the U.S. Mail, First Class with postage prepaid, and addressed to the parties at the addresses set forth in the Notice of Grant, or such other address as a party may request by notifying the other in writing.

(c) The rights of the Company under this Notice and Agreement and the Plan shall be transferable to any one or more persons or entities, and all covenants and agreements hereunder shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of the Participant under this Notice and Agreement may only be assigned with the prior written consent of the Company.

(d) The Participant agrees upon request to execute any further documents or instruments necessary or desirable to carry out the purposes or intent of this Notice and Agreement.

(e) PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE RELEASE OF COMMON SHARES PURSUANT TO THIS AGREEMENT SHALL BE EARNED ONLY BY CONTINUING SERVICE AS AN EMPLOYEE, CONSULTANT OR DIRECTOR, AND NOT THROUGH THE ACT OF BEING HIRED, APPOINTED OR OBTAINING COMMON SHARES HEREUNDER.

EXHIBIT A

ASSIGNMENT SEPARATE FROM CERTIFICATE

FOR VALUE RECEIVED I, _____, hereby sell, assign and transfer unto _____ (_____) Common Shares of Hanmi Financial Corporation standing in my name of the books of said corporation represented by Certificate No. _____ herewith and do hereby irrevocably constitute and appoint _____ to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

This Stock Assignment may be used only in accordance with the Notice of Grant and the Restricted Stock Agreement between Hanmi Financial Corporation and the undersigned dated _____, 200__.

Dated: _____, 200__

Signature: _____

Print Name: _____

INSTRUCTIONS:

Please DO NOT fill in any blanks other than the signature lines

The purpose of this assignment is to enable the Company to receive the return of the Common Shares as set forth in the Notice and Agreement, without requiring additional signatures on the part of the Participant.

EXHIBIT B
CONSENT OF SPOUSE

I, _____, spouse of _____, have read and approve the foregoing Notice of Grant and Restricted Stock Agreement (the "Notice and Agreement"). In consideration of the Company's grant to my spouse of the Common Shares of Hanmi Financial Corporation as set forth in the Notice and Agreement, I hereby appoint my spouse as my attorney-in-fact in respect to the exercise of any rights under the Notice and Agreement and agree to be bound by the provisions of the Notice and Agreement insofar as I may have any rights in said Notice and Agreement or any Common Shares issued pursuant thereto under the community property laws or similar laws relating to marital property in effect in the state or country of our residence as of the date of the signing of the foregoing Notice and Agreement.

Dated: _____, 200__

Signature of Spouse

Print Name: _____

EXHIBIT C

ELECTION UNDER SECTION 83(b)
OF THE U.S. INTERNAL REVENUE CODE OF 1986

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in taxpayer's gross income for the current taxable year the amount of any compensation taxable to taxpayer in connection with his or her receipt of the property described below:

1. The name, address, taxpayer identification number and taxable year of the undersigned are as follows:

Name: _____
Spouse: _____
Taxpayer I.D. No.: _____
Address: _____
Tax Year: _____

2. The property with respect to which the election is made is described as follows: _____ (_____) shares of the common stock ("Common Shares") of Hanmi Financial Corporation. (the "Company").

3. The date on which the property was transferred is _____, 200__.

4. The property is subject to the following restrictions:

The Common Shares are required to be returned to the Company in the event that the undersigned ceases to perform services for the Company through certain dates specified in the Notice of Grant and Restricted Stock Agreement between me and the Company dated as of _____, 200__. This right lapses with regard to a portion of the Common Shares based on my Continued Status as an Employee, Consultant or Director over time.

5. The fair market value at the time of transfer, determined without regard to any restriction other than a restriction which by its terms will never lapse, of such property is: \$_____.

6. The amount (if any) paid for such property is: [ZERO].

The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property. The undersigned understands that the foregoing election may not be revoked except with the consent of the Commissioner.

Dated: _____, 200__

Signature of Taxpayer

The undersigned spouse of taxpayer joins in this election.

Dated: _____, 200__

Spouse of Taxpayer

**FORM OF
SEVERANCE AND RELEASE AGREEMENT**

This Severance and Release Agreement (the "Agreement") is entered into by and between _____ (the "Director") and Hanmi Bank and its affiliated or related parent or subsidiary corporations, as well as their respective attorneys, agents, representatives, partners, joint ventures, successors, assigns, insurers, employees, officers, and directors (hereinafter collectively referred to as "the Bank"). The purpose of this Agreement is to settle and compromise any and all disputes and controversies of any nature existing between the parties arising out of the Director's relationship with and/or separation from the Bank.

1. Severance Pay. The Director shall receive \$3,000 per month for five years, minus all applicable state and federal withholdings. The Director will also receive current health insurance coverage for five years in which the Bank will continue to pay for medical (i.e., HMO, PPO, dental and/or vision) premiums.

2. Warranties by The Director.

(a) The Director acknowledges that he has received all monies and other benefits and other benefits due to him as a result of his relationship with the Bank, other than the amount set forth in Paragraph 1.

(b) The Director also represents that he has no pending complaints or charges against the Bank with any state or federal court or any local, state or federal agency, division or department, based on any events occurring prior to the date of execution of this Agreement.

(c) The Director further represents that he will not in the future file, participate in, instigate or encourage the filing of any lawsuit or claim by any party in any state or federal court or any proceeding before any local, state or federal agency, department or division, claiming that the Bank has violated any local, state or federal laws, statutes, ordinances or regulations based upon events occurring prior to the date of the execution of this Agreement.

3. No Admission of Liability by Bank or the Director: This Agreement does not constitute an admission of wrongdoing of any kind by the Bank or the Director.

4. Release of Known and Unknown Claims: In exchange for the agreements contained in Paragraph 1 above, and in consideration of the further agreements set forth below, The Director agrees unconditionally and forever to release and discharge the Bank, as defined above, from any and all claims, actions, causes of action, demands, rights, or damages of any kind or nature which he may now have, or ever have, whether known or unknown, including any claims, causes of action or demands of any nature arising out of or in any way relating to his relationship with and/or separation from the Bank on or before the date of the execution of this Agreement.

This Release includes, but is not limited to all claims, actions or causes of action that were or could have been asserted during the negotiations over this Agreement, any claims, actions or causes of action that were or could have been asserted before any administrative agency or in court, as well as any claims, actions, or causes of action for fraud, misrepresentation, defamation, discrimination or harassment in any form, retaliation, any claims

under any federal, state, local or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Older Workers Benefit Protection Act, the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act of 1993, the California Fair Employment and Housing Act, and any and all other federal, state or local statutes, rules, ordinances, or regulations; any and all claims for alleged wrongful discharge, retaliation, negligent or intentional infliction of emotional distress, and breach of contract; any and all claims for compensation, bonuses, commissions, lost wages, stock or stock options, or unused accrued vacation or sick pay; any and all claims for severance or similar benefits or to post-employment health or group insurance benefits; any and all claims for attorneys' fees, costs or indemnification; and any and all other claims resulting from any alleged unlawful behavior or conduct by any Hanmi Releasee, the existence of which is specifically denied by the Hanmi Releasees.

The Director further agrees knowingly to waive the provisions and protections of Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Director further agrees to waive the provisions and protections of any state or federal statute that affords similar protections as that of Section 1542 of the California Civil Code.

5. Knowing and Voluntary. The Director represents and agrees that he is entering into this Agreement knowingly and voluntarily. The Director affirms that no promise or inducement was made to cause him/her to enter into this Agreement, other than the severance pay promised to the Director in Paragraph 1, above. The Director further confirms that he/she has not relied upon any other statement or representation by anyone other than what is in this Agreement as a basis for his/her agreement.

6. No Claims previously made or assigned to Others. The Director and Hanmi, respectively, represent that neither they nor anyone on their behalf has filed, nor assigned to others the right to file, nor are there currently pending by the Director or Hanmi or anyone on their behalf, any complaints, charges or lawsuits against the Hanmi Releasees or the Director (as the case may be), or any of them, with any governmental agency, any court or with or in any other forum, and that neither The Director nor Hanmi nor anyone on their behalf will file, assign to others the right to file, or make any further claims against the Hanmi Releasees or the Director Releasees (as the case may be), or any of them, at any time for any alleged acts or omissions covered by the releases in Section 4 above. The Parties agree that in the event they (or anyone on their behalf) assert any claim or file any complaint, charge or lawsuit, or any of them, that is covered by the releases in Section 4 above, such party waives any monetary recovery or other individual relief in such action and shall pay all of the attorneys' fees, expenses and costs incurred by the defending party in responding to such claim, complaint or action; provided, however, that nothing in this Agreement shall prohibit or impose any liability on either party for

filing a charge or complaint with, or participating in any investigation by, any governmental agency.

7. Non-Disparagement. The Director agrees that he will not criticize, denigrate or otherwise disparage Hanmi or any other Hanmi Releasee (including, without limitation, Hanmi and the Bank's past or present agents, officers, directors, representatives or employees), or any of Hanmi's products, services, policies, procedures, practices, business ethics, standards of business conduct, methods or manner of doing business or financial performance, to anyone, including, without limitation, members of the media, regulators, analysts and governmental agencies, or to Hanmi's customers, employees, vendors, shareholders, investors or competitors, or make any other statements to any such persons that reasonably would be expected to impair the goodwill or reputation of Hanmi or any other Hanmi Releasee. Hanmi agrees that the members of the Boards of Directors of Hanmi and the Bank, and the corporate officers of Hanmi and the Bank, will not criticize, denigrate or otherwise disparage the Director to anyone, including, without limitation, members of the media, regulators, analysts and governmental agencies, or to Hanmi's customers, employees, vendors, shareholders, investors or competitors, or make any other statements to any such persons that reasonably would be expected to impair the reputation of the Director.

8. Revocation Period. This Agreement is revocable by the Director for a period of seven (7) calendar days following his/her execution of this Agreement. The revocation must be in writing, must specifically revoke this Agreement, and *must be received by the Bank* prior to the eighth (8th) calendar day following the execution of this Agreement. This Agreement becomes effective, enforceable and irrevocable on the eighth (8th) calendar day following The Director's execution of this Agreement. Any revocation notice must be sent to: Mr. Jay S. Yoo, Chief Executive Officer, Hanmi Bank, 3660 Wilshire Boulevard, Suite PH-A, Los Angeles, CA 90010. As provided in Paragraph 1 above, the Bank shall pay the Director the severance or retention amount provided in Paragraph 1 on the eighth (8th) calendar day after receiving the signed Agreement from The Director (or the next business should the 8th calendar relationship with Bank, whichever is later).

9. Governing Law. This Agreement shall be construed under the laws of the State of California, both procedural and substantive.

10. Arbitration. Any and all disputes or claims arising out of or in any way related to this Agreement, including without limitation, fraud in the inducement of this Agreement, or relating to the general validity or enforceability of this Agreement, as well as any claims arising out of the Director's employment with and/or separation from the Bank shall be submitted to final and binding arbitration before an arbitrator of the Judicial Arbitration and Mediation Services ("JAMS") in Los Angeles County (or, in the event the county of the place of employment is outside of Los Angeles County) in accordance with the rules of that body governing employment disputes. The prevailing party shall be entitled to reasonable costs and attorneys' fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. Confidentiality. The nature and terms of, and the circumstances surrounding the execution of this Agreement are strictly confidential and have not been and shall not be disclosed by the Director or Hanmi at any time to any person except to each party's legal counsel, accountants and tax advisors or, in the case of the Director, his immediate family

without the prior written consent of an officer of the Bank (in the case of disclosures by the Director) or the prior written consent of the Bank (in the case of disclosures by the Bank), the Parties agree that they will disclose the nature and terms of, and the circumstances surrounding the execution of this Agreement, to their respective legal counsel, accountants, tax advisors or (in the case of disclosures to the Director) spouse only if the person is informed of and agrees to honor this confidentiality requirement. Such a person's violation of this confidentiality requirement will be treated as a violation of this Agreement by the party making the disclosure to such person. However, notwithstanding the foregoing, disclosures otherwise prohibited by this section are permitted as required by applicable law and as may be necessary in any legal proceedings directly related to the provisions and terms of this Agreement, to prepare and file income tax forms, pursuant to court order after reasonable notice to the other party, or in response to a disclosure made by the other party. Notwithstanding the foregoing, however, nothing in this Agreement is intended to preclude Hanmi from complying with any of its regulatory compliance obligations. As such, the Director agrees that Hanmi may file this Agreement with the Securities and Exchange Commission and make such disclosure regarding it as Hanmi believes is required by applicable law.

12. Trade Secrets of Bank. The Director further represents that during the employment with Bank, he/she has had access to and became acquainted with various trade secrets, consisting of software, plans, formulas, patterns, devices, secret inventions, processing, customer lists, contracts, and complications of information, records and specifications, which are owned by Bank and are regularly used in the operation of its business and which may give Bank an opportunity to obtain an advantage over competitors who do not know or use such trade secrets. The Director agrees and acknowledges that the Director was granted access to these valuable trade secrets only by virtue of the confidential relationship created by the Director's employment. The Director shall not disclose any of the aforesaid trade secrets, directly or indirectly, to third parties or use them in any way for personal benefit after separation from Bank. All records, files, documents, drawings, specifications, software, equipment, and similar items relating to the business of Bank or its affiliates, including without limitation all records relating to customers (the "Documents"), whether prepared by the Director or otherwise coming into the Director's possession, shall remain the exclusive property of Bank or its affiliates and shall not be removed from the premises of Bank or its affiliates without proper authorization. Upon termination of employment, the Director shall promptly deliver to Bank all Documents in the possession or under the control of the Director.

13. Waiver. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect the validity of this Agreement or the right of any party to enforce this Agreement.

14. Modification. No amendments to this Agreement will be valid unless written and signed by the Director and the Bank.

15. Severability. If any sentence, phrase, paragraph, subparagraph or portion of this Agreement is found to be illegal or unenforceable, such action shall not affect the validity or enforceability of the remaining sentences, phrases, paragraphs, subparagraphs or portions of this Agreement.

16. Ambiguities. Both parties have participated in the negotiation of this Agreement and, thus, it is understood and agreed that the general rule that ambiguities are to be

construed against the drafter shall not apply to this Agreement. In the event that any language of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language.

17. Entire Agreement/Integration. This Agreement constitutes the entire agreement between the Director and the Bank concerning the terms contained herein. No covenants, agreements, representations, or warranties of any kind have been made to any party hereto. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. THE UNDERSIGNED AGREE TO THE TERMS OF THIS AGREEMENT AND VOLUNTARILY ENTER INTO IT WITH THE INTENT TO BE BOUND THEREBY.

Dated: _____, 2008

The Director

Dated: _____, 2008

HANMI BANK

By: _____

Name: Jay S. Yoo

Title: Chief Executive Officer

Consent of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
Hanmi Financial Corporation:

We consent to the incorporation by reference in the registration statements (Nos. 333-118733 and 333-117753) on Form S-3 and the registration statements (Nos. 333-149858, 333-115753 and 333-44090) on Form S-8 of Hanmi Financial Corporation of our reports dated March 13, 2009, with respect to the consolidated balance sheets of Hanmi Financial Corporation and subsidiaries as of December 31, 2008 and 2007, and the related consolidated statements of operations, changes in stockholders' equity and comprehensive income, and cash flows for each of the years in the three-year period ended December 31, 2008, and the effectiveness of internal control over financial reporting as of December 31, 2008, which reports appear in the December 31, 2008 annual report on Form 10-K of Hanmi Financial Corporation.

/s/ KPMG LLP

Los Angeles, California
April 7, 2009

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Jay S. Yoo, President and Chief Executive Officer, certify that:

1. I have reviewed this Annual Report on Form 10-K of Hanmi Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 7, 2009

/s/ Jay S. Yoo
Jay S. Yoo
President and Chief Executive Officer

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, Brian E. Cho, Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this Annual Report on Form 10-K of Hanmi Financial Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: April 7, 2009

/s/ Brian E. Cho

Brian E. Cho

Executive Vice President and Chief Financial Officer

CERTIFICATION
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report (the "Report") of Hanmi Financial Corporation (the "Company") on Form 10-K for the fiscal year ended December 31, 2008, as filed with the Securities and Exchange Commission on the date hereof, I, Jay S. Yoo, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 7, 2009

/s/ Jay S. Yoo

Jay S. Yoo

President and Chief Executive Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

CERTIFICATION
CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report (the "Report") of Hanmi Financial Corporation (the "Company") on Form 10-K for the fiscal year ended December 31, 2008, as filed with the Securities and Exchange Commission on the date hereof, I, Brian E. Cho, Executive Vice President and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, to the best of my knowledge that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: April 7, 2009

/s/ Brian E. Cho

Brian E. Cho

Executive Vice President and Chief Financial Officer

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.