

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): March 4, 2025

**HANMI FINANCIAL CORPORATION**

(Exact Name of Registrant as Specified in its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

000-30421  
(Commission File No.)

95-4788120  
(I.R.S. Employer  
Identification No.)

900 Wilshire Boulevard, Suite 1250, Los Angeles, California  
(Address of Principal Executive Offices)

90017  
(Zip Code)

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

Not Applicable

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

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading Symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, \$0.001 par value	HAFC	Nasdaq Global Select Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On March 4, 2025, Hanmi Financial Corporation (the "Company"), its wholly owned subsidiary, Hanmi Bank (the "Bank"), and Bonita I. Lee, President and Chief Executive Officer of the Company and Bank, entered into the first amendment (the "First Amendment") to Ms. Lee's employment agreement dated February 25, 2022 (the "Lee Employment Agreement"). The First Amendment extends the term of the Lee Employment Agreement to April 28, 2028, or if earlier, the close of business on the effective date of termination of employment pursuant to Section 5 of the Lee Employment Agreement. On April 28, 2028 and on each subsequent anniversary, the term of the Lee Employment Agreement will automatically renew for an additional year, unless either party provides written notice of non-renewal.

On March 4, 2025, the Company, the Bank, and Romolo C. Santarosa, Senior Executive Vice President and Chief Financial Officer of the Company and Bank, entered into the second amendment (the "Second Amendment") to Mr. Santarosa's employment agreement dated February 26, 2020 (the "Santarosa Employment Agreement"). The Amendment extends the term of the Santarosa Employment Agreement to December 31, 2027, or if earlier, the close of business on the effective date of termination of employment pursuant to Section 5 of the Santarosa Employment Agreement. On December 31, 2027 and on each subsequent anniversary, the term of the Santarosa Employment Agreement will automatically renew for an additional year, unless either party provides written notice of non-renewal.

The foregoing description of the First Amendment and the Second Amendment does not purport to be complete and is qualified in its entirety by reference to the form of First Amendment and the form of Second Amendment that are attached hereto as Exhibits 10.1 and 10.2 of this Current Report on Form 8-K and is incorporated by reference into this Item 5.02.

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

- (a) Financial Statements of Businesses Acquired. Not Applicable.
- (b) Pro Forma Financial Information. Not Applicable.

(c) Shell Company Transactions. Not Applicable.

(d) Exhibits

<u>Number</u>	<u>Description</u>
<a href="#"><u>10.1</u></a>	<a href="#"><u>First Amendment to the Amended and Restated Employment Agreement by and among Hanmi Financial Corporation, Hanmi Bank and Bonita I. Lee dated February 25, 2022.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Second Amendment to the Amended and Restated Employment Agreement by and among Hanmi Financial Corporation, Hanmi Bank and Romolo C. Santarosa dated February 26, 2020.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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#### SIGNATURES

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

#### HANMI FINANCIAL CORPORATION

DATE: March 5, 2025

By: /s/ Bonita I. Lee  
Bonita I. Lee  
President and Chief Executive Officer

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March 4, 2025

Bonita I. Lee

Re: First Amendment to Amended and Restated Employment Agreement

Dear Ms. Lee:

This is to memorialize the FIRST AMENDMENT (the "*First Amendment*") to your AMENDED AND RESTATED EMPLOYMENT AGREEMENT dated February 25, 2022 (the "*Agreement*") with Hanmi Financial Corporation, a Delaware corporation, and Hanmi Bank, a state-chartered bank incorporated under the laws of the State of California (together, the "*Company*"). It sets forth certain changes to the terms of your employment with the Company, effective as of close of business on the date set forth above (the "*Effective Date*"). Effective as of the Effective Date, this First Amendment supersedes and replaces those provisions in your Agreement set forth herein. The numbered paragraph set forth below corresponds to the same numbered paragraph set forth in your Agreement.

**2. Term of Your Employment.**

Your employment under this Agreement shall be for a term commencing on the Effective Date and ending upon the earlier of (i) April 28, 2028 (the "*End Date*"), or (ii) the close of business on the effective date of termination of your employment pursuant to Section 5 (the "*Term*"). On the End Date and on each subsequent anniversary of the End Date thereafter (each, a "*Renewal Date*"), the Term shall automatically renew for an additional one (1) year period, unless either you or the Company provides the other party with written notice of non-renewal of the Term at least sixty (60) days prior to the End Date or such Renewal Date, as applicable. Notwithstanding the foregoing, your employment can be terminated by either party providing advance written notice in accordance with Section 5(e). If you remain employed by the Company following the expiration of the Term (including pursuant to a non-renewal thereof), except as otherwise expressly provided herein, your employment relationship with the Company (if any) shall cease to be governed by the terms and conditions of this Agreement and shall be on an at-will basis on such terms as may be prescribed by the Company, unless otherwise agreed to by you and the Company in writing; *provided, however*, that the provisions of Section 7 below shall survive the expiration or termination of the Term in accordance with their terms.

In all other respects, your Agreement remains in full force and effect.

This First Amendment may be executed in counterparts, each of which will constitute an original and all of which, when taken together with the Agreement, will constitute one agreement. However, this First Amendment will not be effective until the date both parties have executed this First Amendment.

[Signature Page Follows]

Very truly yours,

HANMI FINANCIAL CORPORATION

/s/ John J. Ahn  
Name: John J. Ahn  
Title: Chairman

HANMI BANK

/s/ John J. Ahn  
Name: John J. Ahn  
Title: Chairman

ACCEPTED AND AGREED TO:

/s/ Bonita I. Lee  
Bonita I. Lee

Dated: March 4, 2025

March 4, 2025

Romolo C. Santarosa

Re: Second Amendment to Amended and Restated Employment Agreement

Dear Mr. Santarosa:

This is to memorialize the SECOND AMENDMENT (the “*Second Amendment*”) to your AMENDED AND RESTATED EMPLOYMENT AGREEMENT dated February 26, 2020, as amended by the FIRST AMENDMENT dated July 7, 2022 (the “*Agreement*”) with Hanmi Financial Corporation, a Delaware corporation, and Hanmi Bank, a state-chartered bank incorporated under the laws of the State of California (together, the “*Company*”). It sets forth certain changes to the terms of your employment with the Company, effective as of close of business on the date set forth above (the “*Effective Date*”). Effective as of the Effective Date, this Second Amendment supersedes and replaces those provisions in your Agreement set forth herein. The numbered paragraph set forth below corresponds to the same numbered paragraph set forth in your Agreement.

**2. Term of Your Employment.**

Your employment under this Agreement shall be for a term commencing on the Effective Date and ending upon the earlier of (i) December 31, 2027 (the “*End Date*”), or (ii) the close of business on the effective date of termination of your employment pursuant to Section 5 (the “*Term*”). On the End Date and on each subsequent anniversary of the End Date thereafter (each, a “*Renewal Date*”), the Term shall automatically renew for an additional one (1) year period, unless either you or the Company provides the other party with written notice of non-renewal of the Term at least sixty (60) days prior to the End Date or such Renewal Date, as applicable. Notwithstanding the foregoing, your employment can be terminated by either party providing advance written notice in accordance with Section 5(e). If you remain employed by the Company following the expiration of the Term (including pursuant to a non-renewal thereof), except as otherwise expressly provided herein, your employment relationship with the Company (if any) shall cease to be governed by the terms and conditions of this Agreement and shall be on an at-will basis on such terms as may be prescribed by the Company, unless otherwise agreed to by you and the Company in writing; *provided, however*, that the provisions of Section 7 below shall survive the expiration or termination of the Term in accordance with their terms.

In all other respects, your Agreement remains in full force and effect.

This Second Amendment may be executed in counterparts, each of which will constitute an original and all of which, when taken together with the Agreement, will constitute one agreement. However, this Second Amendment will not be effective until the date both parties have executed this Second Amendment.

[Signature Page Follows]

Very truly yours,  
HANMI FINANCIAL CORPORATION  
/s/ Bonita I. Lee  
Name: Bonita I. Lee  
Title: President and Chief Executive Officer

HANMI BANK  
/s/ Bonita I. Lee  
Name: Bonita I. Lee  
Title: President and Chief Executive Officer

ACCEPTED AND AGREED TO:

/s/ Romolo C. Santarosa  
Romolo C. Santarosa

Dated: March 4, 2025