

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

FORM 10-Q

- ☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Quarterly Period Ended September 30, 2025
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.)

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

90017
(Zip Code)

(213) 382-2200
(Registrant's Telephone Number, Including Area Code)

Not Applicable
(Former Name, Former Address and Former Fiscal Year, If Changed Since Last Report)

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

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

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 whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☒
Non-accelerated filer	☐	Smaller reporting company	☐
		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. ☐

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

As of October 30, 2025, there were 29,955,307 outstanding shares of the Registrant's Common Stock.

Hanmi Financial Corporation and Subsidiaries Quarterly Report on Form 10-Q
Three Months Ended September 30, 2025

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Part I — Financial Information

Item 1. Financial Statements

Hanmi Financial Corporation and Subsidiaries
Consolidated Balance Sheets
(in thousands, except share data)

	September 30, 2025 (Unaudited)		December 31, 2024
Assets			
Cash and due from banks	\$ 215,654	\$	304,800
Securities available for sale, at fair value (amortized cost of \$972,365 and \$1,004,563 as of September 30, 2025 and December 31, 2024, respectively)	904,721		905,798
Loans held for sale, at the lower of cost or fair value	6,512		8,579
Loans receivable, net of allowance for credit losses of \$69,781 and \$70,147 as of September 30, 2025 and December 31, 2024, respectively	6,458,478		6,181,230
Accrued interest receivable	23,986		22,937
Premises and equipment, net	20,340		21,404
Customers' liability on acceptances	342		1,226
Servicing assets	6,484		6,457
Goodwill and other intangible assets, net	11,031		11,031
Federal Home Loan Bank ("FHLB") stock, at cost	16,385		16,385
Income tax assets	36,777		44,901
Bank-owned life insurance	56,382		57,168
Prepaid expenses and other assets	99,639		96,009
Total assets	\$ 7,856,731	\$	7,677,925
Liabilities and Stockholders' Equity			
Liabilities:			
Deposits:			
Noninterest-bearing	\$ 2,087,132	\$	2,096,634
Interest-bearing	4,679,507		4,339,142
Total deposits	6,766,639		6,435,776
Accrued interest payable	34,219		34,824
Bank's liability on acceptances	342		1,226
Borrowings	62,500		262,500
Subordinated debentures	130,309		130,638
Accrued expenses and other liabilities	83,172		80,787
Total liabilities	7,077,181		6,945,751
Stockholders' equity:			
Preferred stock, \$0.001 par value; authorized 10,000,000 shares; no shares issued as of September 30, 2025 and December 31, 2024	—		—
Common stock, \$0.001 par value; authorized 62,500,000 shares; issued 34,293,656 shares (29,975,371 shares outstanding) and 34,151,464 shares (30,195,999 shares outstanding) as of September 30, 2025 and December 31, 2024, respectively	34		34
Additional paid-in capital	593,768		591,069
Accumulated other comprehensive loss, net of tax benefit of \$19,624 and \$28,576 as of September 30, 2025 and December 31, 2024, respectively	(47,959)		(70,723)
Retained earnings	381,183		350,869
Less treasury stock; 4,318,285 shares and 3,955,465 shares as of September 30, 2025 and December 31, 2024, respectively	(147,476)		(139,075)
Total stockholders' equity	779,550		732,174
Total liabilities and stockholders' equity	\$ 7,856,731	\$	7,677,925

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Consolidated Statements of Income (Unaudited)
(in thousands, except share and per share data)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Interest and dividend income:				
Interest and fees on loans receivable	\$ 95,691	\$ 92,182	\$ 279,168	\$ 274,608
Interest on securities	6,592	5,523	19,022	15,717
Dividends on FHLB stock	357	356	1,071	1,075
Interest on deposits in other banks	2,586	2,356	6,554	7,270
Total interest and dividend income	105,226	100,417	305,815	298,670
Interest expense:				
Interest on deposits	42,244	47,153	124,727	139,286
Interest on borrowings	324	1,561	3,032	5,112
Interest on subordinated debentures	1,579	1,652	4,746	4,948
Total interest expense	44,147	50,366	132,505	149,346
Net interest income before credit loss expense	61,079	50,051	173,310	149,324
Credit loss expense	2,145	2,286	12,496	3,474
Net interest income after credit loss expense	58,934	47,765	160,814	145,850
Noninterest income:				
Service charges on deposit accounts	2,160	2,311	6,546	7,189
Trade finance and other service charges and fees	1,551	1,254	4,409	3,945
Gain on sale of Small Business Administration ("SBA") loans	1,857	1,544	6,018	4,669
Gain on sale of residential mortgage loans	1,156	324	1,331	1,132
Other operating income	3,156	3,005	7,372	7,293
Total noninterest income	9,880	8,438	25,676	24,228
Noninterest expense:				
Salaries and employee benefits	22,163	20,851	65,204	62,870
Occupancy and equipment	4,507	4,499	13,301	13,643
Data processing	3,860	3,839	11,374	11,076
Professional fees	1,978	1,492	5,171	5,134
Supplies and communications	423	538	1,455	1,710
Advertising and promotion	712	631	2,094	2,207
Other operating expenses	3,714	3,230	10,090	10,160
Total noninterest expense	37,357	35,080	108,689	106,800
Income before tax	31,457	21,123	77,801	63,278
Income tax expense	9,396	6,231	22,951	18,772
Net income	\$ 22,061	\$ 14,892	\$ 54,850	\$ 44,506
Basic earnings per share	\$ 0.73	\$ 0.49	\$ 1.82	\$ 1.47
Diluted earnings per share	\$ 0.73	\$ 0.49	\$ 1.82	\$ 1.47
Weighted-average shares outstanding:				
Basic	29,830,475	29,968,004	29,905,265	30,048,748
Diluted	29,880,865	30,033,679	29,955,366	30,117,269

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Consolidated Statements of Comprehensive Income (Unaudited)
(in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
Net income	\$ 22,061	\$ 14,892	\$ 54,850	\$ 44,506
Other comprehensive income (loss), net of tax:				
Unrealized gain (loss):				
Unrealized holding gain on available for sale securities	8,873	29,090	31,121	22,715
Unrealized gain (loss) on cash flow hedges	(94)	2,427	(139)	(526)
Unrealized gain	8,779	31,517	30,982	22,189
Income tax expense related to other comprehensive income items	(2,396)	(9,130)	(8,735)	(6,198)
Other comprehensive income	6,383	22,387	22,247	15,991
Reclassification adjustment for losses included in net income	241	673	734	1,133
Income tax benefit related to reclassification adjustment	(72)	(200)	(217)	(336)
Reclassification adjustment for losses included in net income, net of tax	169	473	517	797
Other comprehensive income, net of tax	6,552	22,860	22,764	16,788
Total comprehensive income	\$ 28,613	\$ 37,752	\$ 77,614	\$ 61,294

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity (Unaudited)
For the Three Months Ended September 30, 2025 and 2024
(in thousands, except share data)

	Common Stock - Number of Shares				Stockholders' Equity				Total
	Shares Issued	Treasury Shares	Shares Outstanding	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensiv e Loss	Retained Earnings	Treasury Stock, at Cost	Stockholders' Equity
Balance at July 1, 2024	34,124,910	(3,852,800)	30,272,110	\$ 34	\$ 588,647	\$ (78,000)	\$ 333,392	\$ (137,014)	\$ 707,059
Issuance of awards pursuant to equity incentive plans, net of forfeitures	954	—	954	—	—	—	—	—	—
Share-based compensation expense	—	—	—	—	920	—	—	—	920
Shares surrendered to satisfy tax liability upon vesting of equity awards	—	(1,309)	(1,309)	—	—	—	—	(24)	(24)
Repurchase of common stock	—	(75,000)	(75,000)	—	—	—	—	(1,432)	(1,432)
Cash dividends paid (common stock, \$0.25/share)	—	—	—	—	—	—	(7,566)	—	(7,566)
Net income	—	—	—	—	—	—	14,892	—	14,892
Change in unrealized gain (loss) on securities available for sale, net of income taxes	—	—	—	—	—	20,654	—	—	20,654
Change in unrealized gain (loss) on cash flow hedge, net of income taxes	—	—	—	—	—	2,206	—	—	2,206
Balance at September 30, 2024	<u>34,125,864</u>	<u>(3,929,109)</u>	<u>30,196,755</u>	<u>\$ 34</u>	<u>\$ 589,567</u>	<u>\$ (55,140)</u>	<u>\$ 340,718</u>	<u>\$ (138,470)</u>	<u>\$ 736,709</u>
Balance at July 1, 2025	34,294,037	(4,117,469)	30,176,568	\$ 34	\$ 592,825	\$ (54,511)	\$ 367,251	\$ (142,765)	\$ 762,834
Issuance of awards pursuant to equity incentive plans, net of forfeitures	(381)	—	(381)	—	—	—	—	—	—
Share-based compensation expense	—	—	—	—	943	—	—	—	943
Shares surrendered to satisfy tax liability upon vesting of equity awards	—	(1,118)	(1,118)	—	—	—	—	(28)	(28)
Repurchase of common stock	—	(199,698)	(199,698)	—	—	—	—	(4,683)	(4,683)
Cash dividends paid (common stock, \$0.27/share)	—	—	—	—	—	—	(8,129)	—	(8,129)
Net income	—	—	—	—	—	—	22,061	—	22,061
Change in unrealized gain (loss) on securities available for sale, net of income taxes	—	—	—	—	—	6,413	—	—	6,413
Change in unrealized gain (loss) on cash flow hedge, net of income taxes	—	—	—	—	—	139	—	—	139
Balance at September 30, 2025	<u>34,293,656</u>	<u>(4,318,285)</u>	<u>29,975,371</u>	<u>\$ 34</u>	<u>\$ 593,768</u>	<u>\$ (47,959)</u>	<u>\$ 381,183</u>	<u>\$ (147,476)</u>	<u>\$ 779,550</u>

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Consolidated Statements of Changes in Stockholders' Equity (Unaudited)
For the Nine Months Ended September 30, 2025 and 2024
(in thousands, except share data)

	Common Stock - Number of Shares				Stockholders' Equity				Total
	Shares Issued	Treasury Shares	Shares Outstanding	Common Stock	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Treasury Stock, at Cost	Stockholders' Equity
Balance at January 1, 2024	33,918,035	(3,549,380)	30,368,655	\$ 34	\$ 586,912	\$ (71,928)	\$ 319,048	\$ (132,175)	\$ 701,891
Issuance of awards pursuant to equity incentive plans, net of forfeitures	207,829	—	207,829	—	—	—	—	—	—
Share-based compensation expense	—	—	—	—	2,655	—	—	—	2,655
Shares surrendered to satisfy tax liability upon vesting of equity awards	—	(34,729)	(34,729)	—	—	—	—	(542)	(542)
Repurchase of common stock	—	(345,000)	(345,000)	—	—	—	—	(5,753)	(5,753)
Cash dividends paid (common stock, \$0.75/share)	—	—	—	—	—	—	(22,836)	—	(22,836)
Net income	—	—	—	—	—	—	44,506	—	44,506
Change in unrealized gain (loss) on securities available for sale, net of income taxes	—	—	—	—	—	16,356	—	—	16,356
Change in unrealized gain (loss) on cash flow hedge, net of income taxes	—	—	—	—	—	432	—	—	432
Balance at September 30, 2024	34,125,864	(3,929,109)	30,196,755	\$ 34	\$ 589,567	\$ (55,140)	\$ 340,718	\$ (138,470)	\$ 736,709
Balance at January 1, 2025	34,151,464	(3,955,465)	30,195,999	\$ 34	\$ 591,069	\$ (70,723)	\$ 350,869	\$ (139,075)	\$ 732,174
Issuance of awards pursuant to equity incentive plans, net of forfeitures	142,192	—	142,192	—	—	—	—	—	—
Share-based compensation expense	—	—	—	—	2,699	—	—	—	2,699
Shares surrendered to satisfy tax liability upon vesting of equity awards	—	(43,122)	(43,122)	—	—	—	—	(966)	(966)
Repurchase of common stock	—	(319,698)	(319,698)	—	—	—	—	(7,435)	(7,435)
Cash dividends paid (common stock, \$0.81/share)	—	—	—	—	—	—	(24,536)	—	(24,536)
Net income	—	—	—	—	—	—	54,850	—	54,850
Change in unrealized gain (loss) on securities available for sale, net of income taxes	—	—	—	—	—	22,305	—	—	22,305
Change in unrealized gain (loss) on cash flow hedge, net of income taxes	—	—	—	—	—	459	—	—	459
Balance at September 30, 2025	34,293,656	(4,318,285)	29,975,371	\$ 34	\$ 593,768	\$ (47,959)	\$ 381,183	\$ (147,476)	\$ 779,550

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Consolidated Statements of Cash Flows (Unaudited)
(in thousands)

	Nine Months Ended September 30,	
	2025	2024
Cash flows from operating activities:		
Net income	\$ 54,850	\$ 44,506
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,458	2,437
Amortization of servicing assets - net	1,873	1,919
Share-based compensation expense	2,699	2,655
Credit loss expense	12,496	3,474
Gain on sales of SBA loans	(6,018)	(4,669)
Origination of loans held for sale	(98,133)	(114,485)
Proceeds from sales of loans	187,798	99,229
Gain on sales of residential mortgage loans	(1,331)	(1,132)
Change in bank-owned life insurance	786	(186)
Change in prepaid expenses and other assets	(4,122)	3,350
Change in income tax assets	(611)	(7,926)
Change in accrued interest payable and other liabilities	1,022	9,587
Net cash provided by operating activities	153,767	38,759
Cash flows from investing activities:		
Purchases of securities available for sale	(139,308)	(128,344)
Proceeds from matured, called and repayment of securities	169,533	105,873
Purchases of loans receivable	(47,624)	(54,286)
Proceeds from sales of residential mortgage loans	—	50,352
Purchases of premises and equipment	(1,392)	(1,780)
Proceeds from disposition of premises and equipment	14	2,802
Proceeds from sales of other real estate owned ("OREO")	713	—
Change in loans receivable, excluding purchases and sales	(322,769)	(96,442)
Net cash used in investing activities	(340,833)	(121,825)
Cash flows from financing activities:		
Change in deposits	330,863	122,647
Change in open FHLB advances	(225,000)	(12,500)
Proceeds from FHLB term advances	50,000	50,000
Repayments of FHLB term advances	(25,000)	(62,500)
Cash paid for employee vested shares surrendered due to employee tax liability	(966)	(542)
Repurchase of common stock	(7,441)	(5,760)
Cash dividends paid	(24,536)	(22,836)
Net cash provided by financing activities	97,920	68,509
Net decrease in cash and due from banks	(89,146)	(14,557)
Cash and due from banks at beginning of year	304,800	302,324
Cash and due from banks at end of period	\$ 215,654	\$ 287,767
Supplemental disclosures of cash flow information:		
Interest paid	\$ 133,110	\$ 136,039
Income taxes paid	\$ 19,269	\$ 2,333
Non-cash activities:		
Transfer of fixed assets to other real estate owned	\$ 1,996	\$ 655
Transfer of loans to loans held for sale	\$ 41,897	\$ 45,501
Income tax expense related to other comprehensive income items	\$ (8,952)	\$ (6,534)
Change in right-of-use asset obtained in exchange for lease liability	\$ (3,534)	\$ (769)

See Accompanying Notes to Consolidated Financial Statements (Unaudited)

Hanmi Financial Corporation and Subsidiaries
Notes to Consolidated Financial Statements (Unaudited)

Note 1 — Organization and Basis of Presentation

Hanmi Financial Corporation (“Hanmi Financial,” the “Company,” “we,” “us” or “our”) is a bank holding company whose primary subsidiary is Hanmi Bank (the “Bank”). Our primary operations are related to traditional banking activities, including the acceptance of deposits and the lending and investing of money by the Bank.

In management’s opinion, the accompanying unaudited consolidated financial statements of Hanmi Financial and its subsidiaries reflect all adjustments of a normal and recurring nature that are necessary for a fair presentation of the results for the interim period ended September 30, 2025. Certain information and footnote disclosures normally included in annual financial statements prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) have been condensed or omitted. The unaudited consolidated financial statements are prepared in conformity with GAAP and in accordance with the instructions to Form 10-Q pursuant to the rules and regulations of the Securities and Exchange Commission. Operating results for the three- or nine-month periods ended September 30, 2025 are not necessarily indicative of the results that may be expected for the year ended December 31, 2025 or for any other period. The interim information should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2024 (the “2024 Annual Report on Form 10-K”).

The preparation of interim unaudited consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions affect the amounts reported in the unaudited financial statements and disclosures provided, and actual results could differ.

Descriptions of our significant accounting policies are included in Note 1 - Summary of Significant Accounting Policies in the Notes to Consolidated Financial Statements in the 2024 Annual Report on Form 10-K.

Effective January 1, 2025, the Company changed its methodology for estimating expected credit losses on its loan portfolio. Prior to January 1, 2025, the Company primarily used a Probability of Default / Loss Given Default (PD/LGD) model to determine the allowance for credit losses. Following a periodic review of its credit loss estimation process, the Company concluded that a historical loss rate approach, adjusted for current conditions and reasonable and supportable forecasts, more appropriately reflected the expected credit losses for its loan portfolio. This change is considered a change in accounting estimate resulting from a change in methodology and assumptions and was accounted for prospectively in accordance with ASC 250-10-45-17 through 45-18.

The change in methodology had an immaterial impact to the Company’s operating results and financial condition. The provision for credit losses for the three and nine months ended September 30, 2025 reflects this change in estimate. Management believes the revised approach enhances the accuracy and relevance of its allowance for credit losses by aligning the methodology more closely with the Company’s historical experience, the nature of its loan portfolio, and expectations for future economic conditions.

Accounting Standards Adopted in 2025

Accounting Standards Update (“ASU”) 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures: In December 2023, the Financial Accounting Standards Board (the “FASB”) issued ASU 2023-09 to enhance the transparency and usefulness of income tax disclosures primarily related to income tax rate reconciliation and income tax information. The amendments in ASU 2023-09 are effective for fiscal years beginning after December 15, 2024. The adoption of ASU 2023-09 did not have a material effect on the Company’s operating results or financial condition.

Recently Issued Accounting Standards Not Yet Effective

ASU 2024-03, Income Statement Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40), as amended by ASU 2025-01, Clarifying the Effective Date: In November 2024, the FASB issued ASU 2024-03 to require additional information about specific expense categories in the financial statement notes at interim and annual reporting periods. The amendments in this ASU do not change or remove current expense disclosure requirements. The amendments affect where the information appears in the financial statement notes. ASU 2025-01 amends the changes in ASU 2024-03 to be effective for fiscal years beginning after December 15, 2026. The adoption of ASU 2024-03 is not expected to have a material effect on the Company’s operating results or financial condition.

ASU 2025-06, Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software: In September 2025, the FASB issued ASU 2025-06 to simplify the accounting for internal-use software by replacing the existing project-stage-based model with a principles-based approach to determine capitalizable versus non-capitalizable costs. ASU 2025-06 is effective for fiscal years beginning after December 15, 2027, with early adoption permitted. The adoption of ASU 2025-06 is not expected to have a material effect on the Company's operating results or financial condition.

Note 2 — Securities

The following is a summary of securities available for sale as of the dates indicated:

	Amortized Cost	Gross Unrealized Gain	Gross Unrealized Loss	Estimated Fair Value
	(in thousands)			
September 30, 2025				
U.S. Treasury securities	\$ 131,971	\$ 307	\$ (234)	\$ 132,044
U.S. government agency and sponsored agency obligations:				
Mortgage-backed securities - residential	419,013	771	(42,608)	377,176
Mortgage-backed securities - commercial	72,866	94	(11,863)	61,097
Collateralized mortgage obligations	199,248	1,781	(6,446)	194,583
Debt securities	73,966	8	(1,558)	72,416
Total U.S. government agency and sponsored agency obligations	765,093	2,654	(62,475)	705,272
Municipal bonds-tax exempt	75,301	—	(7,896)	67,405
Total securities available for sale	\$ 972,365	\$ 2,961	\$ (70,605)	\$ 904,721
December 31, 2024				
U.S. Treasury securities	\$ 89,208	\$ 242	\$ (521)	\$ 88,929
U.S. government agency and sponsored agency obligations:				
Mortgage-backed securities - residential	453,993	222	(61,643)	392,572
Mortgage-backed securities - commercial	75,947	24	(13,055)	62,916
Collateralized mortgage obligations	182,553	404	(9,401)	173,556
Debt securities	126,776	9	(3,969)	122,816
Total U.S. government agency and sponsored agency obligations	839,269	659	(88,068)	751,860
Municipal bonds-tax exempt	76,086	—	(11,077)	65,009
Total securities available for sale	\$ 1,004,563	\$ 901	\$ (99,666)	\$ 905,798

The amortized cost and estimated fair value of securities as of September 30, 2025 and December 31, 2024, by contractual or expected maturity, are shown below. Collateralized mortgage obligations are included in the table shown below based on their expected maturities. All other securities are included based on their contractual maturities.

	September 30, 2025 Available for Sale		December 31, 2024 Available for Sale	
	Amortized Cost	Estimated Fair Value	Amortized Cost	Estimated Fair Value
	(in thousands)			
Within one year	\$ 146,855	\$ 146,209	\$ 93,251	\$ 92,646
Over one year through five years	84,422	82,859	133,408	129,556
Over five years through ten years	207,212	188,195	90,772	81,833
Over ten years	533,876	487,458	687,132	601,763
Total	\$ 972,365	\$ 904,721	\$ 1,004,563	\$ 905,798

The following table summarizes debt securities available for sale in an unrealized loss position for which an allowance for credit losses has not been recorded at September 30, 2025 or December 31, 2024, aggregated by major security type and length of time in a continuous unrealized loss position:

	Less than 12 Months			Holding Period 12 Months or More			Gross Unrealized Loss	Total Estimated Fair Value	Number of Securities	
	Gross Unrealized Loss	Estimated Fair Value	Number of Securities	Gross Unrealized Loss	Estimated Fair Value	Number of Securities				
<i>(in thousands, except number of securities)</i>										
September 30, 2025										
U.S. Treasury securities	\$	(8)	\$ 10,024	3	\$ (226)	\$ 10,285	3	\$ (234)	\$ 20,309	6
U.S. government agency and sponsored agency obligations:										
Mortgage-backed securities - residential		(31)	8,959	3	(42,577)	332,541	114	(42,608)	341,500	117
Mortgage-backed securities - commercial		—	—	—	(11,863)	54,856	16	(11,863)	54,856	16
Collateralized mortgage obligations		—	—	—	(6,446)	53,588	24	(6,446)	53,588	24
Debt securities		—	—	—	(1,558)	65,498	13	(1,558)	65,498	13
Total U.S. government agency and sponsored agency obligations		(31)	8,959	3	(62,444)	506,483	167	(62,475)	515,442	170
Municipal bonds-tax exempt		—	—	—	(7,896)	67,405	19	(7,896)	67,405	19
Total	\$	(39)	\$ 18,983	6	\$ (70,566)	\$ 584,173	189	\$ (70,605)	\$ 603,156	195
December 31, 2024										
U.S. Treasury securities	\$	(61)	\$ 13,603	6	\$ (460)	\$ 9,771	3	\$ (521)	\$ 23,374	9
U.S. government agency and sponsored agency obligations:										
Mortgage-backed securities - residential		(271)	23,276	10	(61,372)	351,793	114	(61,643)	375,069	124
Mortgage-backed securities - commercial		(447)	19,092	5	(12,608)	41,817	14	(13,055)	60,909	19
Collateralized mortgage obligations		(645)	76,963	18	(8,756)	54,020	24	(9,401)	130,983	42
Debt securities		(23)	11,712	3	(3,946)	107,595	21	(3,969)	119,307	24
Total U.S. government agency and sponsored agency obligations		(1,386)	131,043	36	(86,682)	555,225	173	(88,068)	686,268	209
Municipal bonds-tax exempt		—	—	—	(11,077)	65,009	19	(11,077)	65,009	19
Total	\$	(1,447)	\$ 144,646	42	\$ (98,219)	\$ 630,005	195	\$ (99,666)	\$ 774,651	237

The Company evaluates its available for sale securities portfolio for impairment on a quarterly basis. The Company did not recognize unrealized losses in income because it has the ability and the intent to hold and does not expect to be required to sell these securities until the recovery of their cost basis. The quarterly impairment assessment considers the changes in the credit quality of these debt securities since acquisition and the likelihood of a credit loss occurring over the life of the securities. If a credit loss is expected to occur, an allowance is established and a corresponding credit loss is recognized. Based on its analysis, as of September 30, 2025, the Company determined that no credit losses were expected to be realized on the tax-exempt municipal bond portfolio. The remainder of the portfolio consists of U.S. Treasury obligations, U.S. government agency securities, and U.S. government sponsored agency securities, all of which have the backing of the U.S. government, and are therefore not expected to incur credit losses.

There were no sales of securities during the nine months ended September 30, 2025 or September 30, 2024.

Securities available for sale with market values of \$27.4 million and \$29.4 million as of September 30, 2025 and December 31, 2024, respectively, were pledged to secure borrowings from the Federal Reserve Bank ("FRB") Discount Window.

At September 30, 2025, there were no holdings of securities of any one issuer, other than the U.S. government and its agencies, in an amount greater than 10% of stockholders' equity.

Note 3 — Loans

Loans Receivable

Loans consisted of the following as of the dates indicated:

	September 30, 2025		December 31, 2024
	(in thousands)		
Real estate loans:			
Commercial property			
Retail	\$	1,106,438	\$ 1,068,978
Hospitality		823,033	848,134
Office		533,031	568,861
Other ⁽¹⁾		1,482,826	1,385,051
Total commercial property loans		3,945,328	3,871,024
Construction		69,963	78,598
Residential ⁽²⁾		1,043,577	951,302
Total real estate loans		5,058,868	4,900,924
Commercial and industrial loans		1,052,522	863,431
Equipment financing agreements		416,869	487,022
Loans receivable		6,528,259	6,251,377
Allowance for credit losses		(69,781)	(70,147)
Loans receivable, net	\$	6,458,478	\$ 6,181,230

⁽¹⁾Includes mixed-use, multifamily, industrial, gas stations, faith-based facilities, and medical; all other property types represent less than one percent of total loans receivable.

⁽²⁾Includes \$1.1 million and \$1.3 million of home equity loans and lines, and \$6.7 million and \$4.1 million of personal loans at September 30, 2025 and December 31, 2024, respectively.

Accrued interest on loans was \$20.3 million and \$19.1 million at September 30, 2025 and December 31, 2024, respectively.

At September 30, 2025 and December 31, 2024, loans with carrying values of \$2.37 billion and \$2.46 billion, respectively, were pledged to secure advances from the FHLB.

Loans Held for Sale

The following is the activity for loans held for sale for the following periods:

	Real Estate	Commercial and Industrial <i>(in thousands)</i>	Total
Three months ended September 30, 2025			
Balance at beginning of period	\$ 45,412	\$ 4,199	\$ 49,611
Originations and transfers	13,796	17,624	31,420
Sales	(59,208)	(15,305)	(74,513)
Principal paydowns and amortization	—	(6)	(6)
Balance at end of period	\$ —	\$ 6,512	\$ 6,512
Three months ended September 30, 2024			
Balance at beginning of period	\$ 7,149	\$ 3,318	\$ 10,467
Originations and transfers	58,433	8,457	66,890
Sales	(14,697)	(8,320)	(23,017)
Principal paydowns and amortization	(1)	(3)	(4)
Balance at end of period	\$ 50,884	\$ 3,452	\$ 54,336

	Real Estate	Commercial and Industrial (in thousands)	Total
Nine months ended September 30, 2025			
Balance at beginning of period	\$ 3,994	\$ 4,585	\$ 8,579
Originations and transfers	88,411	51,619	140,030
Sales	(92,403)	(49,663)	(142,066)
Principal payoffs and amortization	(2)	(29)	(31)
Balance at end of period	\$ —	\$ 6,512	\$ 6,512
Nine months ended September 30, 2024			
Balance at beginning of period	\$ 8,792	\$ 3,221	\$ 12,013
Originations and transfers	88,619	25,866	114,485
Sales	(46,473)	(25,621)	(72,094)
Principal payoffs and amortization	(54)	(14)	(68)
Balance at end of period	\$ 50,884	\$ 3,452	\$ 54,336

We occasionally sell residential mortgage loans from the held for investment portfolio when the decision to sell the loans and the sale of the loans occur within the same quarter. During the three months ended September 30, 2025 and 2024 we sold \$25.9 million and \$20.9 million, respectively, of residential mortgage loans from the held for investment portfolio. During the nine months ended September 30, 2025 and 2024 we sold \$36.0 million and \$70.0 million, respectively, of residential mortgage loans from the held for investment portfolio.

The following table presents loans purchased by portfolio segment for the following periods:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	(in thousands)		(in thousands)	
Commercial real estate	\$ —	\$ 1,773	\$ 15,114	\$ 8,107
Commercial and industrial	—	11,935	9,203	30,257
Residential real estate	2,992	10,744	23,307	15,922
Total	\$ 2,992	\$ 24,452	\$ 47,624	\$ 54,286

Allowance for Credit Losses

Effective January 1, 2025, we transitioned to a new allowance for credit losses (“ACL”) model to perform our ACL analysis. Part of the transition to the new model, in addition to the factors previously mentioned, includes a change in our methodology on commercial and industrial, commercial real estate, and residential real estate loans. The change in models did not result in a material change in our ACL as of January 1, 2025. The table below includes in credit loss expense for the nine months ended September 30, 2025 the effect of the ACL model change of \$1.4 million.

The following table details the information on the allowance for credit losses by portfolio segment for the following periods:

	Real Estate	Commercial and Industrial (in thousands)	Equipment Financing Agreements	Total
Three months ended September 30, 2025				
Balance at beginning of period	\$ 48,021	\$ 6,935	\$ 11,800	\$ 66,756
Charge-offs	(119)	(124)	(2,382)	(2,625)
Recoveries	52	2,229	826	3,107
Credit loss expense (recovery)	3,519	(1,738)	762	2,543
Ending balance	\$ 51,473	\$ 7,302	\$ 11,006	\$ 69,781
Three months ended September 30, 2024				
Balance at beginning of period	\$ 42,152	\$ 10,563	\$ 15,014	\$ 67,729
Charge-offs	(1,133)	(190)	(2,477)	(3,800)
Recoveries	729	1,679	516	2,924
Credit loss expense (recovery)	1,946	(2,269)	2,633	2,310
Ending balance	\$ 43,694	\$ 9,783	\$ 15,686	\$ 69,163
	Real Estate	Commercial and Industrial (in thousands)	Equipment Financing Agreements	Total
Nine months ended September 30, 2025				
Balance at beginning of period	\$ 45,099	\$ 10,006	\$ 15,042	\$ 70,147
Charge-offs	(8,904)	(1,157)	(8,131)	(18,192)
Recoveries	670	2,463	2,230	5,363
Credit loss expense (recovery)	14,608	(4,010)	1,865	12,463
Ending balance	\$ 51,473	\$ 7,302	\$ 11,006	\$ 69,781
Nine months ended September 30, 2024				
Balance at beginning of period	\$ 45,499	\$ 10,257	\$ 13,706	\$ 69,462
Charge-offs	(1,226)	(438)	(6,598)	(8,262)
Recoveries	840	1,903	1,256	3,999
Credit loss expense (recovery)	(1,419)	(1,939)	7,322	3,964
Ending balance	\$ 43,694	\$ 9,783	\$ 15,686	\$ 69,163

The table below presents the allowance for credit losses by portfolio segment as a percentage of the total allowance for credit losses and loans by portfolio segment as a percentage of the aggregate investment of loans receivable as of:

	September 30, 2025				December 31, 2024			
	Allowance Amount	Percentage of Total Allowance	Total Loans	Percentage of Total Loans <i>(dollars in thousands)</i>	Allowance Amount	Percentage of Total Allowance	Total Loans	Percentage of Total Loans
Real estate loans:								
Commercial property								
Retail	\$ 10,207	14.6%	\$ 1,106,438	16.9%	\$ 10,171	14.5%	\$ 1,068,978	17.1%
Hospitality	8,183	11.7	823,033	12.6	15,302	21.8	848,134	13.6
Office	6,272	9.0	533,031	8.2	3,935	5.6	568,861	9.1
Other	14,520	20.8	1,482,826	22.7	8,243	11.8	1,385,051	22.2
Total commercial property loans	39,182	56.1	3,945,328	60.4	37,651	53.7	3,871,024	62.0
Construction	1,021	1.5	69,963	1.1	1,664	2.4	78,598	1.3
Residential	11,270	16.2	1,043,577	16.0	5,784	8.2	951,302	15.2
Total real estate loans	51,473	73.8	5,058,868	77.5	45,099	64.3	4,900,924	78.5
Commercial and industrial loans	7,302	10.5	1,052,522	16.1	10,006	14.3	863,431	13.8
Equipment financing agreements	11,006	15.7	416,869	6.4	15,042	21.4	487,022	7.7
Total	\$ 69,781	100.0%	\$ 6,528,259	100.0%	\$ 70,147	100.0%	\$ 6,251,377	100.0%

The following table represents the amortized cost basis of collateral-dependent loans by class of loans, for which repayment is expected to be obtained through the sale of the underlying collateral, as of:

	September 30, 2025	December 31, 2024
	<i>(in thousands)</i>	
Real estate loans:		
Commercial property		
Retail	\$ 554	\$ 1,377
Hospitality	399	215
Office	10,566	—
Total commercial property loans	11,519	1,592
Residential	302	1,875
Total real estate loans	11,821	3,467
Commercial and industrial loans	—	32
Total	\$ 11,821	\$ 3,499

Loan Quality Indicators

As part of the on-going monitoring of the quality of our loans portfolio, we utilize an internal loan grading system to identify credit risk and assign an appropriate grade (from 1 to 8) for each loan in our portfolio. Internal and third-party loan reviews are conducted at least annually on a sample basis. Additional adjustments are made when determined to be necessary. The loan grade definitions are as follows:

Pass and Pass-Watch: Pass and Pass-Watch loans, grades (1-4), are in compliance with the Bank's credit policy and regulatory requirements, and do not exhibit any potential or defined weaknesses as defined under "Special Mention", "Substandard" or "Doubtful." This category is the strongest level of the Bank's loan grading system. It consists of all performing loans with no identified credit weaknesses. It includes cash and stock/security secured loans or other investment grade loans.

Special Mention: A Special Mention loan, grade (5), has potential weaknesses that deserve management's close attention. If not corrected, these potential weaknesses may result in deterioration of the repayment of the debt and result in a Substandard classification. Loans that have significant actual, not potential, weaknesses are more severely classified.

Substandard: A Substandard loan, grade (6), has a well-defined weakness that jeopardizes the liquidation of the debt. A loan graded Substandard is not protected by the sound worth and paying capacity of the borrower, or of the value and type of collateral pledged. With a Substandard loan, there is a distinct possibility that the Bank will sustain some loss if the weaknesses or deficiencies are not corrected.

Doubtful: A Doubtful loan, grade (7), is one that has critical weaknesses that would make the collection or liquidation of the full amount due improbable. However, there may be pending events which may work to strengthen the loan, and therefore the amount or timing of a possible loss cannot be determined at the current time.

Loss: A loan classified as Loss, grade (8), is considered uncollectible and of such little value that their continuance as active bank assets is not warranted. This classification does not mean that the loan has absolutely no recovery or salvage value, but rather it is not practical or desirable to defer writing off this asset even though partial recovery may be possible in the future. Loans classified as Loss will be charged off in a timely manner.

Under regulatory guidance, loans graded Special Mention or worse are considered criticized loans, and loans graded Substandard or worse are considered classified loans.

Loans by Vintage Year and Risk Rating

	Term Loans Amortized Cost Basis by Origination Year ⁽¹⁾						Revolving Loans Amortized Cost Basis	Total
	2025	2024	2023	2022 <i>(in thousands)</i>	2021	Prior		
September 30, 2025								
Real estate loans:								
Commercial property								
Risk Rating								
Pass / Pass-Watch	\$ 885,426	\$ 408,107	\$ 501,038	\$ 825,219	\$ 756,659	\$ 449,479	\$ 96,717	\$ 3,922,645
Special Mention	—	—	—	2,008	—	299	—	2,307
Classified	3,971	—	—	12,038	—	4,367	—	20,376
Total commercial property	<u>889,397</u>	<u>408,107</u>	<u>501,038</u>	<u>839,265</u>	<u>756,659</u>	<u>454,145</u>	<u>96,717</u>	<u>3,945,328</u>
YTD gross charge-offs	—	—	—	8,697	—	207	—	8,904
YTD net charge-offs (recoveries)	(6)	—	—	8,424	—	(181)	—	8,237
Construction								
Risk Rating								
Pass / Pass-Watch	8,991	52,973	7,999	—	—	—	—	69,963
Special Mention	—	—	—	—	—	—	—	—
Classified	—	—	—	—	—	—	—	—
Total construction	<u>8,991</u>	<u>52,973</u>	<u>7,999</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>69,963</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	—	—	—
Residential								
Risk Rating								
Pass / Pass-Watch	215,102	89,309	155,483	334,993	134,618	103,972	7,134	1,040,611
Special Mention	—	—	—	2,417	—	—	250	2,667
Classified	—	—	—	—	—	299	—	299
Total residential	<u>215,102</u>	<u>89,309</u>	<u>155,483</u>	<u>337,410</u>	<u>134,618</u>	<u>104,271</u>	<u>7,384</u>	<u>1,043,577</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	(3)	—	(3)
Total real estate loans								
Risk Rating								
Pass / Pass-Watch	1,109,519	550,389	664,520	1,160,212	891,277	553,451	103,851	5,033,219
Special Mention	—	—	—	4,425	—	299	250	4,974
Classified	3,971	—	—	12,038	—	4,666	—	20,675
Total real estate loans	<u>1,113,490</u>	<u>550,389</u>	<u>664,520</u>	<u>1,176,675</u>	<u>891,277</u>	<u>558,416</u>	<u>104,101</u>	<u>5,058,868</u>
YTD gross charge-offs	—	—	—	8,697	—	207	—	8,904
YTD net charge-offs (recoveries)	(6)	—	—	8,424	—	(184)	—	8,234
Commercial and industrial loans:								
Risk Rating								
Pass / Pass-Watch	378,544	176,079	42,633	48,945	27,540	18,264	347,566	1,039,571
Special Mention	—	—	—	11,801	—	—	—	11,801
Classified	—	1	61	662	—	23	403	1,150
Total commercial and industrial loans	<u>378,544</u>	<u>176,080</u>	<u>42,694</u>	<u>61,408</u>	<u>27,540</u>	<u>18,287</u>	<u>347,969</u>	<u>1,052,522</u>
YTD gross charge-offs	19	373	—	362	82	321	—	1,157
YTD net charge-offs (recoveries)	19	368	(5)	273	82	80	(2,123)	(1,306)
Equipment financing agreements:								
Risk Rating								
Pass / Pass-Watch	103,666	99,097	99,584	78,830	26,145	2,783	—	410,105
Special Mention	—	—	—	—	—	—	—	—
Classified	311	1,011	1,229	2,971	1,087	155	—	6,764
Total equipment financing agreements	<u>103,977</u>	<u>100,108</u>	<u>100,813</u>	<u>81,801</u>	<u>27,232</u>	<u>2,938</u>	<u>—</u>	<u>416,869</u>
YTD gross charge-offs	—	482	2,214	3,880	1,397	158	—	8,131
YTD net charge-offs (recoveries)	—	453	1,796	3,088	700	(134)	(2)	5,901
Total loans receivable:								
Risk Rating								
Pass / Pass-Watch	1,591,729	825,565	806,737	1,287,987	944,962	574,498	451,417	6,482,895
Special Mention	—	—	—	16,226	—	299	250	16,775
Classified	4,282	1,012	1,290	15,671	1,087	4,844	403	28,589
Total loans receivable	<u>\$ 1,596,011</u>	<u>\$ 826,577</u>	<u>\$ 808,027</u>	<u>\$ 1,319,884</u>	<u>\$ 946,049</u>	<u>\$ 579,641</u>	<u>\$ 452,070</u>	<u>\$ 6,528,259</u>
YTD gross charge-offs	19	855	2,214	12,939	1,479	686	—	18,192
YTD net charge-offs (recoveries)	13	821	1,791	11,785	782	(238)	(2,125)	12,829

⁽¹⁾ Includes extensions, renewals, or modifications of credit contracts, which consist of a new credit decision.

Term Loans
Amortized Cost Basis by Origination Year ⁽¹⁾

	2024	2023	2022	2021	2020	Prior	Revolving Loans Amortized Cost Basis	Total
	<i>(in thousands)</i>							
December 31, 2024								
Real estate loans:								
Commercial property								
Risk Rating								
Pass / Pass-Watch	\$ 533,989	\$ 558,271	\$ 930,190	\$ 800,938	\$ 553,490	\$ 271,209	\$ 101,277	\$ 3,749,364
Special Mention	29,935	—	1,009	—	—	76,524	—	107,468
Classified	541	—	5,658	3,151	72	4,770	—	14,192
Total commercial property	<u>564,465</u>	<u>558,271</u>	<u>936,857</u>	<u>804,089</u>	<u>553,562</u>	<u>352,503</u>	<u>101,277</u>	<u>3,871,024</u>
YTD gross charge-offs	—	—	274	—	—	136	—	410
YTD net charge-offs (recoveries)	—	—	274	—	(21)	(704)	—	(451)
Construction								
Risk Rating								
Pass / Pass-Watch	70,601	7,997	—	—	—	—	—	78,598
Special Mention	—	—	—	—	—	—	—	—
Classified	—	—	—	—	—	—	—	—
Total construction	<u>70,601</u>	<u>7,997</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>78,598</u>
YTD gross charge-offs	—	—	—	—	1,133	—	—	1,133
YTD net charge-offs (recoveries)	—	—	—	—	1,132	(1,358)	—	(226)
Residential								
Risk Rating								
Pass / Pass-Watch	127,986	200,316	355,134	145,310	11,164	105,406	4,436	949,752
Special Mention	—	—	—	—	—	—	251	251
Classified	—	—	983	—	316	—	—	1,299
Total residential	<u>127,986</u>	<u>200,316</u>	<u>356,117</u>	<u>145,310</u>	<u>11,480</u>	<u>105,406</u>	<u>4,687</u>	<u>951,302</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	(3)	—	(3)
Total real estate loans								
Risk Rating								
Pass / Pass-Watch	732,576	766,584	1,285,324	946,248	564,654	376,615	105,713	4,777,714
Special Mention	29,935	—	1,009	—	—	76,524	251	107,719
Classified	541	—	6,641	3,151	388	4,770	—	15,491
Total real estate loans	<u>763,052</u>	<u>766,584</u>	<u>1,292,974</u>	<u>949,399</u>	<u>565,042</u>	<u>457,909</u>	<u>105,964</u>	<u>4,900,924</u>
YTD gross charge-offs	—	—	274	—	1,133	136	—	1,543
YTD net charge-offs (recoveries)	—	—	274	—	1,111	(2,065)	—	(680)
Commercial and industrial loans:								
Risk Rating								
Pass / Pass-Watch	271,655	59,453	94,385	32,226	12,761	13,360	346,001	829,841
Special Mention	19,473	—	12,401	—	—	20	—	31,894
Classified	—	(5)	196	102	—	215	1,188	1,696
Total commercial and industrial loans	<u>291,128</u>	<u>59,448</u>	<u>106,982</u>	<u>32,328</u>	<u>12,761</u>	<u>13,595</u>	<u>347,189</u>	<u>863,431</u>
YTD gross charge-offs	19	169	168	—	11	207	2	576
YTD net charge-offs (recoveries)	19	169	160	(13)	11	123	(3,375)	(2,906)
Equipment financing agreements:								
Risk Rating								
Pass / Pass-Watch	140,143	144,617	129,764	52,354	8,085	3,563	—	478,526
Special Mention	—	—	—	—	—	—	—	—
Classified	431	1,945	3,851	1,934	129	206	—	8,496
Total equipment financing agreements	<u>140,574</u>	<u>146,562</u>	<u>133,615</u>	<u>54,288</u>	<u>8,214</u>	<u>3,769</u>	<u>—</u>	<u>487,022</u>
YTD gross charge-offs	30	1,456	5,128	2,206	354	325	—	9,499
YTD net charge-offs (recoveries)	30	1,299	4,488	1,826	287	(211)	—	7,719
Total loans receivable:								
Risk Rating								
Pass / Pass-Watch	1,144,374	970,654	1,509,473	1,030,828	585,500	393,538	451,714	6,086,081
Special Mention	49,408	—	13,410	—	—	76,544	251	139,613
Classified	972	1,940	10,688	5,187	517	5,191	1,188	25,683
Total loans receivable	<u>\$ 1,194,754</u>	<u>\$ 972,594</u>	<u>\$ 1,533,571</u>	<u>\$ 1,036,015</u>	<u>\$ 586,017</u>	<u>\$ 475,273</u>	<u>\$ 453,153</u>	<u>\$ 6,251,377</u>
YTD gross charge-offs	49	1,625	5,570	2,206	1,498	668	2	11,618
YTD net charge-offs (recoveries)	49	1,468	4,922	1,813	1,409	(2,153)	(3,375)	4,133

⁽¹⁾ Includes extensions, renewals, or modifications of credit contracts, which consist of a new credit decision.

Loans by Vintage Year and Payment Performance

	Term Loans Amortized Cost Basis by Origination Year ⁽¹⁾						Revolving Loans Amortized Cost Basis	Total
	2025	2024	2023	2022	2021	Prior		
	(in thousands)							
September 30, 2025								
Real estate loans:								
Commercial property								
Payment performance								
Performing	\$ 889,397	\$ 408,107	\$ 501,038	\$ 828,148	\$ 756,659	\$ 453,014	\$ 96,717	\$ 3,933,080
Nonperforming	—	—	—	11,117	—	1,131	—	12,248
Total commercial property	<u>889,397</u>	<u>408,107</u>	<u>501,038</u>	<u>839,265</u>	<u>756,659</u>	<u>454,145</u>	<u>96,717</u>	<u>3,945,328</u>
YTD gross charge-offs	—	—	—	8,697	—	207	—	8,904
YTD net charge-offs (recoveries)	(6)	—	—	8,424	—	(181)	—	8,237
Construction								
Payment performance								
Performing	8,991	52,973	7,999	—	—	—	—	69,963
Nonperforming	—	—	—	—	—	—	—	—
Total construction	<u>8,991</u>	<u>52,973</u>	<u>7,999</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>69,963</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	—	—	—
Residential								
Payment performance								
Performing	215,102	89,309	155,483	337,410	134,618	103,972	7,384	1,043,278
Nonperforming	—	—	—	—	—	299	—	299
Total residential	<u>215,102</u>	<u>89,309</u>	<u>155,483</u>	<u>337,410</u>	<u>134,618</u>	<u>104,271</u>	<u>7,384</u>	<u>1,043,577</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	(3)	—	(3)
Total real estate loans								
Payment performance								
Performing	1,113,490	550,389	664,520	1,165,558	891,277	556,986	104,101	5,046,321
Nonperforming	—	—	—	11,117	—	1,430	—	12,547
Total real estate loans	<u>1,113,490</u>	<u>550,389</u>	<u>664,520</u>	<u>1,176,675</u>	<u>891,277</u>	<u>558,416</u>	<u>104,101</u>	<u>5,058,868</u>
YTD gross charge-offs	—	—	—	8,697	—	207	—	8,904
YTD net charge-offs (recoveries)	(6)	—	—	8,424	—	(184)	—	8,234
Commercial and industrial loans:								
Payment performance								
Performing	378,544	176,079	42,694	61,353	27,540	18,287	347,969	1,052,466
Nonperforming	—	1	—	55	—	—	—	56
Total commercial and industrial loans	<u>378,544</u>	<u>176,080</u>	<u>42,694</u>	<u>61,408</u>	<u>27,540</u>	<u>18,287</u>	<u>347,969</u>	<u>1,052,522</u>
YTD gross charge-offs	19	373	—	362	82	321	—	1,157
YTD net charge-offs (recoveries)	19	368	(5)	273	82	80	(2,123)	(1,306)
Equipment financing agreements:								
Payment performance								
Performing	103,666	99,097	99,584	78,830	26,145	2,783	—	410,105
Nonperforming	311	1,011	1,229	2,971	1,087	155	—	6,764
Total equipment financing agreements	<u>103,977</u>	<u>100,108</u>	<u>100,813</u>	<u>81,801</u>	<u>27,232</u>	<u>2,938</u>	<u>—</u>	<u>416,869</u>
YTD gross charge-offs	—	482	2,214	3,880	1,397	158	—	8,131
YTD net charge-offs (recoveries)	—	453	1,796	3,088	700	(134)	(2)	5,901
Total loans receivable:								
Payment performance								
Performing	1,595,700	825,565	806,798	1,305,741	944,962	578,056	452,070	6,508,892
Nonperforming	311	1,012	1,229	14,143	1,087	1,585	—	19,367
Total loans receivable	<u>\$ 1,596,011</u>	<u>\$ 826,577</u>	<u>\$ 808,027</u>	<u>\$ 1,319,884</u>	<u>\$ 946,049</u>	<u>\$ 579,641</u>	<u>\$ 452,070</u>	<u>\$ 6,528,259</u>
YTD gross charge-offs	19	855	2,214	12,939	1,479	686	—	18,192
YTD net charge-offs (recoveries)	13	821	1,791	11,785	782	(238)	(2,125)	12,829

⁽¹⁾ Includes extensions, renewals, or modifications of credit contracts, which consist of a new credit decision.

Term Loans
Amortized Cost Basis by Origination Year ⁽¹⁾

	2024	2023	2022	2021	2020	Prior	Revolving Loans Amortized Cost Basis	Total
	<i>(in thousands)</i>							
December 31, 2024								
Real estate loans:								
Commercial property								
Payment performance								
Performing	\$ 564,465	\$ 558,271	\$ 936,140	\$ 804,089	\$ 553,562	\$ 351,042	\$ 101,277	\$ 3,868,846
Nonperforming	—	—	717	—	—	1,461	—	2,178
Total commercial property	<u>564,465</u>	<u>558,271</u>	<u>936,857</u>	<u>804,089</u>	<u>553,562</u>	<u>352,503</u>	<u>101,277</u>	<u>3,871,024</u>
YTD gross charge-offs	—	—	274	—	—	136	—	410
YTD net charge-offs (recoveries)	—	—	274	—	(21)	(704)	—	(451)
Construction								
Payment performance								
Performing	70,601	7,997	—	—	—	—	—	78,598
Nonperforming	—	—	—	—	—	—	—	—
Total construction	<u>70,601</u>	<u>7,997</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>78,598</u>
YTD gross charge-offs	—	—	—	—	1,133	—	—	1,133
YTD net charge-offs (recoveries)	—	—	—	—	1,132	(1,358)	—	(226)
Residential								
Payment performance								
Performing	127,986	200,316	354,562	145,310	11,164	105,406	4,687	949,431
Nonperforming	—	—	1,555	—	316	—	—	1,871
Total residential	<u>127,986</u>	<u>200,316</u>	<u>356,117</u>	<u>145,310</u>	<u>11,480</u>	<u>105,406</u>	<u>4,687</u>	<u>951,302</u>
YTD gross charge-offs	—	—	—	—	—	—	—	—
YTD net charge-offs (recoveries)	—	—	—	—	—	(3)	—	(3)
Total real estate loans								
Payment performance								
Performing	763,052	766,584	1,290,702	949,399	564,726	456,448	105,964	4,896,875
Nonperforming	—	—	2,272	—	316	1,461	—	4,049
Total real estate loans	<u>763,052</u>	<u>766,584</u>	<u>1,292,974</u>	<u>949,399</u>	<u>565,042</u>	<u>457,909</u>	<u>105,964</u>	<u>4,900,924</u>
YTD gross charge-offs	—	—	274	—	1,133	136	—	1,543
YTD net charge-offs (recoveries)	—	—	274	—	1,111	(2,065)	—	(680)
Commercial and industrial loans:								
Payment performance								
Performing	291,128	59,453	106,863	32,328	12,761	13,498	346,001	862,032
Nonperforming	—	(5)	119	—	—	97	1,188	1,399
Total commercial and industrial loans	<u>291,128</u>	<u>59,448</u>	<u>106,982</u>	<u>32,328</u>	<u>12,761</u>	<u>13,595</u>	<u>347,189</u>	<u>863,431</u>
YTD gross charge-offs	19	169	168	—	11	207	2	576
YTD net charge-offs (recoveries)	19	169	160	(13)	11	123	(3,375)	(2,906)
Equipment financing agreements:								
Payment performance								
Performing	140,143	144,617	129,442	52,354	8,079	3,563	—	478,198
Nonperforming	431	1,945	4,173	1,934	135	206	—	8,824
Total equipment financing agreements	<u>140,574</u>	<u>146,562</u>	<u>133,615</u>	<u>54,288</u>	<u>8,214</u>	<u>3,769</u>	<u>—</u>	<u>487,022</u>
YTD gross charge-offs	30	1,456	5,128	2,206	354	325	—	9,499
YTD net charge-offs (recoveries)	30	1,299	4,488	1,826	287	(211)	—	7,719
Total loans receivable:								
Payment performance								
Performing	1,194,323	970,654	1,527,007	1,034,081	585,566	473,509	451,965	6,237,105
Nonperforming	431	1,940	6,564	1,934	451	1,764	1,188	14,272
Total loans receivable	<u>\$ 1,194,754</u>	<u>\$ 972,594</u>	<u>\$ 1,533,571</u>	<u>\$ 1,036,015</u>	<u>\$ 586,017</u>	<u>\$ 475,273</u>	<u>\$ 453,153</u>	<u>\$ 6,251,377</u>
YTD gross charge-offs	49	1,625	5,570	2,206	1,498	668	2	11,618
YTD net charge-offs (recoveries)	49	1,468	4,922	1,813	1,409	(2,153)	(3,375)	4,133

⁽¹⁾ Includes extensions, renewals, or modifications of credit contracts, which consist of a new credit decision.

The following is an aging analysis of loans, including loans on nonaccrual status, disaggregated by loan class, as of:

	30-59 Days Past Due	60-89 Days Past Due	90 Days or More Past Due <i>(in thousands)</i>	Total Past Due	Current	Total
September 30, 2025						
Real estate loans:						
Commercial property						
Retail	\$ 247	\$ 1,027	\$ 554	\$ 1,828	\$ 1,104,610	\$ 1,106,438
Hospitality	—	—	399	399	822,634	823,033
Office	—	—	10,566	10,566	522,465	533,031
Other	1,459	—	—	1,459	1,481,367	1,482,826
Total commercial property loans	1,706	1,027	11,519	14,252	3,931,076	3,945,328
Construction	—	—	—	—	69,963	69,963
Residential	3,961	—	299	4,260	1,039,317	1,043,577
Total real estate loans	5,667	1,027	11,818	18,512	5,040,356	5,058,868
Commercial and industrial loans	662	—	—	662	1,051,860	1,052,522
Equipment financing agreements	3,624	2,283	3,826	9,733	407,136	416,869
Total loans receivable	\$ 9,953	\$ 3,310	\$ 15,644	\$ 28,907	\$ 6,499,352	\$ 6,528,259
December 31, 2024						
Real estate loans:						
Commercial property						
Retail	\$ 975	\$ 855	\$ 254	\$ 2,084	\$ 1,066,894	\$ 1,068,978
Hospitality	516	(50)	216	682	847,452	848,134
Office	—	212	—	212	568,649	568,861
Other	1,288	—	—	1,288	1,383,763	1,385,051
Total commercial property loans	2,779	1,017	470	4,266	3,866,758	3,871,024
Construction	—	—	—	—	78,598	78,598
Residential	5,129	2,975	980	9,084	942,218	951,302
Total real estate loans	7,908	3,992	1,450	13,350	4,887,574	4,900,924
Commercial and industrial loans	236	132	1,278	1,646	861,785	863,431
Equipment financing agreements	6,154	2,866	5,760	14,780	472,242	487,022
Total loans receivable	\$ 14,298	\$ 6,990	\$ 8,488	\$ 29,776	\$ 6,221,601	\$ 6,251,377

Nonaccrual Loans and Nonperforming Assets

The following tables represent the amortized cost basis of loans on nonaccrual status and loans past due 90 days and still accruing as of:

	September 30, 2025			
	Nonaccrual Loans With No Allowance for Credit Losses	Nonaccrual Loans With Allowance for Credit Losses	Loans Past Due 90 Days Still Accruing	Total Nonperforming Loans
	(in thousands)			
Real estate loans:				
Commercial property				
Retail	\$ 554	\$ 562	\$ —	\$ 1,116
Hospitality	359	201	—	560
Office	10,565	—	—	10,565
Other	—	7	—	7
Total commercial property loans	11,478	770	—	12,248
Residential	299	—	—	299
Total real estate loans	11,777	770	—	12,547
Commercial and industrial loans	—	56	—	56
Equipment financing agreements	206	6,558	—	6,764
Total	\$ 11,983	\$ 7,384	\$ —	\$ 19,367
	December 31, 2024			
	Nonaccrual Loans With No Allowance for Credit Losses	Nonaccrual Loans With Allowance for Credit Losses	Loans Past Due 90 Days Still Accruing	Total Nonperforming Loans
	(in thousands)			
Real estate loans:				
Commercial property				
Retail	\$ 1,480	\$ 277	\$ —	\$ 1,757
Hospitality	165	249	—	414
Other	—	7	—	7
Total commercial property loans	1,645	533	—	2,178
Residential	1,866	—	—	1,866
Total real estate loans	3,511	533	—	4,044
Commercial and industrial loans	—	1,404	—	1,404
Equipment financing agreements	513	8,311	—	8,824
Total	\$ 4,024	\$ 10,248	\$ —	\$ 14,272

Prior to designating loans nonaccrual, the Company collected and recognized interest income of \$9,000 and \$370,000 for the three and nine months ended September 30, 2025, respectively.

The following table details nonperforming assets as of the dates indicated:

	September 30, 2025		December 31, 2024
	(in thousands)		
Nonaccrual loans	\$	19,367	\$ 14,272
Loans past due 90 days and still accruing		—	—
Total nonperforming loans receivable		19,367	14,272
Other real estate owned (“OREO”)		1,995	117
Total nonperforming assets*	\$	21,362	\$ 14,389

* Excludes repossessed personal property of \$0.4 million and \$0.6 million as of September 30, 2025 and December 31, 2024, respectively.

OREO of \$2.0 million and \$0.1 million was included in prepaid expenses and other assets in the accompanying Consolidated Balance Sheets as of September 30, 2025 and December 31, 2024, respectively.

Loan Modifications

No loans were modified to borrowers experiencing financial difficulty during the three and nine months ended September 30, 2025.

During the three and nine months ended September 30, 2025 and 2024, there were no payment defaults on loans modified within the preceding 12 months.

Note 4 — Servicing Assets

The activity in servicing assets was as follows for the periods indicated:

	Three Months Ended September 30,	
	2025	2024
	(in thousands)	
Balance at beginning of period	\$ 6,420	\$ 6,836
Addition related to sale of loans	565	400
Amortization	(501)	(553)
Balance at end of period	\$ 6,484	\$ 6,683

	Nine Months Ended September 30,	
	2025	2024
	(in thousands)	
Balance at beginning of period	\$ 6,457	\$ 7,070
Addition related to sale of loans	1,900	1,532
Amortization	(1,873)	(1,919)
Balance at end of period	\$ 6,484	\$ 6,683

At September 30, 2025 and December 31, 2024, we serviced loans sold to unaffiliated parties of \$575.6 million and \$560.1 million, respectively. These represented loans that were sold for which the Bank continues to provide servicing. These loans are maintained off-balance sheet and are not included in the loans receivable balance. At September 30, 2025, all the loans serviced, except for \$32.6 million of residential mortgage loans, were SBA loans.

The Company recorded servicing fee income of \$1.3 million for both the three months ended September 30, 2025 and 2024, respectively and \$4.0 million for both the nine months ended September 30, 2025 and 2024, respectively. Servicing fee income, net of the amortization of servicing assets, is included in other operating income in the consolidated statements of income. Amortization expense was \$0.5 million and \$0.6 million for the three months ended September 30, 2025 and 2024 and \$1.9 million for both of the nine months ended September 30, 2025 and 2024, respectively.

The fair value of servicing rights was \$8.3 million at September 30, 2025 and was determined using discount rates ranging from 11.2% to 19.4% and prepayment speeds ranging from 10.0% to 27.6%, depending on the stratification of the specific right. The fair value of servicing rights was \$7.9 million at December 31, 2024 and was determined using discount rates ranging from 10.8% to 27.3% and prepayment speeds ranging from 15.4% to 21.2%, depending on the stratification of the specific right.

Note 5 — Income Taxes

The Company's income tax expense was \$9.4 million and \$6.2 million, representing an effective income tax rate of 29.9% and 29.5% for the three months ended September 30, 2025 and 2024, respectively. The Company's income tax expense was \$23.0 million and \$18.8 million, representing an effective income tax rate of 29.5% and 29.7%, for the nine months ended September 30, 2025 and 2024, respectively.

Management concluded that as of September 30, 2025 and December 31, 2024, a valuation allowance of \$1.5 million was appropriate against certain state net operating loss carry forwards. For all other deferred tax assets, management believes it was more likely than not these deferred tax assets will be realized principally through future taxable income and reversal of existing taxable temporary differences. Net deferred tax assets were \$36.8 million and \$38.2 million as of September 30, 2025 and December 31, 2024, respectively.

As of September 30, 2025, the Company was subject to examination for its federal tax returns for years ended after December 31, 2020 and for state tax returns for the periods ended after December 31, 2019. As of September 30, 2025, the Company is under audit with the State of New York for tax years 2021 and 2022. During the quarter ended September 30, 2025, there was no material change to the Company's uncertain tax positions. The Company does not expect its unrecognized tax positions to change significantly over the next twelve months.

Note 6 — Goodwill

Goodwill of \$11.0 million was recorded as a result of the acquisition of an equipment financing agreements portfolio in 2016. At September 30, 2025 and December 31, 2024, the carrying amount of goodwill was \$11.0 million.

The Company performed an impairment analysis in the third quarter of 2025 and determined there was no impairment as of September 30, 2025. No triggering event occurred as of, or subsequent to September 30, 2025, that would require a reassessment of goodwill.

Note 7 — Deposits

The scheduled maturities of time deposits are as follows for the periods indicated:

	Time Deposits More Than \$250,000	Other Time Deposits (in thousands)	Total
At September 30, 2025			
2025	\$ 371,141	\$ 404,449	\$ 775,590
2026	803,237	842,648	1,645,885
2027	—	60,384	60,384
2028	—	16,277	16,277
2029 and thereafter	—	509	509
Total	\$ 1,174,378	\$ 1,324,267	\$ 2,498,645
At December 31, 2024			
2025	\$ 1,002,785	\$ 1,254,185	\$ 2,256,970
2026	264	19,112	19,376
2027	—	48,630	48,630
2028	—	130	130
2029 and thereafter	—	177	177
Total	\$ 1,003,049	\$ 1,322,234	\$ 2,325,283

Accrued interest payable on deposits was \$34.2 million and \$34.8 million at September 30, 2025 and December 31, 2024, respectively. Total deposits reclassified to loans due to overdrafts at September 30, 2025 and December 31, 2024 were \$2.5 million and \$1.2 million, respectively.

Note 8 — Borrowings and Subordinated Debentures

The Bank maintains a secured credit facility with the FHLB, allowing for advances on an open basis (no maturity) or a term basis ranging from overnight or longer. At September 30, 2025, the Bank had no open advances, \$12.5 million of term advances and \$50.0 million of overnight advances at the FHLB with a weighted average interest rate of 4.56%. At December 31, 2024, the Bank had \$225.0 million of open advances and \$37.5 million of term advances at the FHLB with a weighted average rate of 4.78% and 4.58%, respectively. Interest expense on borrowings for the nine months ended September 30, 2025 and 2024 was \$3.0 million and \$5.1 million, respectively.

	September 30, 2025		December 31, 2024	
	Outstanding Balance	Weighted Average Rate	Outstanding Balance	Weighted Average Rate
		(dollars in thousands)		
Open advances	\$ —	—%	\$ 225,000	4.78 %
Advances due within 12 months	62,500	4.56	—	—
Advances due over 12 months through 24 months	—	—	37,500	4.58
Outstanding advances	\$ 62,500	4.56 %	\$ 262,500	4.75 %

The following is financial data pertaining to FHLB advances:

	September 30, 2025	December 31, 2024
	(dollars in thousands)	
Weighted-average interest rate at end of period	4.56 %	4.75 %
Weighted-average interest rate during the period	4.58 %	4.37 %
Average balance of FHLB advances	\$ 88,397	\$ 154,112
Maximum amount outstanding at any month-end	\$ 152,500	\$ 350,000

The Bank had pledged \$2.37 billion and \$2.46 billion of loans at carrying values as collateral with the FHLB as of September 30, 2025 and December 31, 2024, respectively. The remaining available borrowing capacity was \$1.51 billion and \$1.69 billion at September 30, 2025 and December 31, 2024, respectively.

The Bank also had securities pledged with the FRB with market values of \$27.4 million and \$29.4 million at September 30, 2025 and December 31, 2024, respectively. The pledged securities provided \$25.6 million; and \$27.6 million in available borrowing capacity through the Fed Discount Window as of September 30, 2025 and December 31, 2024, respectively.

On August 20, 2021, the Company issued \$110.0 million of Fixed-to-Floating Subordinated Notes (the “2031 Notes”) with a maturity date of September 1, 2031. The 2031 Notes have an initial fixed interest rate of 3.75% per annum, payable semiannually in arrears on March 1 and September 1 of each year, up to but excluding September 1, 2026. From and including September 1, 2026 and thereafter, the 2031 Notes will bear interest at a floating rate per annum equal to the Three-Month Term SOFR plus 310 basis points, payable quarterly in arrears on March 1, June 1, September 1 and December 1 of each year. If the then current three-month term SOFR rate is less than zero, the three-month SOFR will be deemed to be zero. Debt issuance cost was \$2.1 million, which is being amortized through the 2031 Notes’ maturity date. At September 30, 2025 and December 31, 2024, the balance of the 2031 Notes included in the Company’s Consolidated Balance Sheet, net of issuance cost, was \$108.7 million and \$108.5 million, respectively.

The Company assumed Junior Subordinated Deferrable Interest Debentures (the “Subordinated Debentures”) as a result of an acquisition in 2014 with an unpaid principal balance of \$26.8 million and an estimated fair value of \$18.5 million. The \$8.3 million discount is being amortized to interest expense through the debentures’ maturity date of March 15, 2036. A trust was formed in 2005, which issued \$26.0 million of Trust Preferred Securities (the “TPS”) at a 6.26% fixed rate for the first five years and a variable rate of three-month LIBOR plus 140 basis points thereafter and invested the proceeds in the Subordinated Debentures. Beginning September 15, 2023, the variable rate on the TPS changed to three-month SOFR plus 166 basis points, representing the credit spread of 140 basis points and a 26 basis point adjustment to convert three-month LIBOR to three-month SOFR. The rate on the TPS at September 30, 2025 was 5.70%. The TPS will be subject to mandatory redemption if the Subordinated Debentures are repaid by the Company. Interest is payable quarterly, and the Company has the option to defer interest payments on the Subordinated Debentures from time to time for a period not to exceed five consecutive years. At September 30, 2025 and December 31, 2024, the balance of Subordinated Debentures included in the Company’s Consolidated Balance Sheets, net of discount of \$4.4 million and \$4.7 million, was \$21.6 million and \$22.1 million, respectively. The amortization of discount was \$104,000 and \$112,000 for the three months ended September 30, 2025 and 2024, respectively.

Note 9 — Earnings Per Share

Earnings per share (“EPS”) is calculated on both a basic and a diluted basis. Basic EPS excludes dilution and is computed by dividing income available to common stockholders by the weighted-average number of common shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock or resulted from the issuance of common stock that then shared in earnings, excluding common shares in treasury. For diluted EPS, the weighted-average number of common shares includes the impact of unvested performance stock units (“PSUs”) under the treasury method.

Unvested restricted stock containing rights to non-forfeitable dividends are considered participating securities prior to vesting and have been included in the earnings allocation in computing basic and diluted EPS under the two-class method.

The following table is a reconciliation of the components used to derive basic and diluted EPS for the periods indicated:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2025	2024	2025	2024
	<i>(dollars in thousands, except per share and unit amounts)</i>			
Basic EPS				
Net income	\$ 22,061	\$ 14,892	\$ 54,850	\$ 44,506
Less: income allocated to unvested restricted stock	176	131	450	352
Income allocated to common shares	\$ 21,885	\$ 14,761	\$ 54,400	\$ 44,154
Weighted-average shares for basic EPS	29,830,475	29,968,004	29,905,265	30,048,748
Basic EPS ⁽¹⁾	\$ 0.73	\$ 0.49	\$ 1.82	\$ 1.47
Effect of dilutive PSUs	50,390	65,675	50,101	68,521
Diluted EPS				
Income allocated to common shares	\$ 21,885	\$ 14,761	\$ 54,400	\$ 44,154
Weighted-average shares for diluted EPS	29,880,865	30,033,679	29,955,366	30,117,269
Diluted EPS ⁽¹⁾	\$ 0.73	\$ 0.49	\$ 1.82	\$ 1.47

⁽¹⁾ Per share amounts may not be able to be recalculated using net income and weighted-average shares presented above due to rounding.

On a weighted-average basis, options to purchase 2,000 and 28,000 shares of common stock were excluded from the calculation of diluted earnings per share for the nine months ended September 30, 2025 and 2024, respectively, because their effect would have been anti-dilutive. There were no anti-dilutive options excluded from the diluted earnings per share calculation for the three months ended September 30, 2025. For the three months ended September 30, 2024, options to purchase 28,000 shares of common stock were excluded from the calculation of diluted earnings per share, on a weighted average basis, because they were anti-dilutive. There were no anti-dilutive unvested PSUs outstanding for the three and nine months ended September 30, 2025 and 91,732 anti-dilutive unvested PSUs outstanding for the three and nine months ended September 30, 2024.

During the nine months ended September 30, 2025, 53,509 PSUs were awarded to executive officers from the 2021 Equity Compensation Plan, with a fair value of \$1.2 million on the grant date. 88,598 PSUs were awarded to executive officers during the nine months ended September 30, 2024 with a fair value of \$1.3 million on the grant date. These units have a three-year cliff vesting period and include dividend equivalent rights. There were no PSUs awarded, vested, or forfeited during the three months ended September 30, 2025 and 2024. Total PSUs outstanding as of September 30, 2025 were 191,804 with an aggregate grant fair value of \$3.5 million. Total PSUs outstanding as of September 30, 2024 were 180,330 with an aggregate grant fair value of \$3.4 million.

Note 10 — Regulatory Matters

Federal bank regulatory agencies require bank holding companies and banks to maintain a minimum ratio of qualifying total capital to risk-weighted assets of 8.0% and a minimum ratio of Tier 1 capital to risk-weighted assets of 6.0%. In addition to the risk-based guidelines, federal bank regulatory agencies require bank holding companies and banks to maintain a minimum ratio of Tier 1 capital to average assets, referred to as the leverage ratio, of 4.0%.

In order for banks to be considered “well capitalized,” federal bank regulatory agencies require a minimum ratio of qualifying total capital to risk-weighted assets of 10.0% and a minimum ratio of Tier 1 capital to risk-weighted assets of 8.0%. In addition to the risk-based guidelines, federal bank regulatory agencies require depository institutions to maintain a minimum ratio of Tier 1 capital to average assets, referred to as the leverage ratio, of 5.0%.

At September 30, 2025, the Bank’s capital ratios exceeded the minimum requirements for the Bank to be considered “well capitalized” and the Company exceeded all of its applicable minimum regulatory capital ratio requirements.

A capital conservation buffer of 2.5% must be met to avoid limitations on the ability of the Bank and the Company to pay dividends, repurchase shares or pay discretionary bonuses. The Bank's capital conservation buffer was 6.28% and 6.43% and the Company's capital conservation buffer was 6.33% and 6.46% as of September 30, 2025 and December 31, 2024, respectively.

In March 2020, federal banking agencies announced an interim final rule to delay the impact on regulatory capital arising from the implementation of the Current Expected Credit Loss ("CECL") methodology contained in ASU 2016-13. The interim final rule maintains the three-year transition option in the previous rule and provides banks the option to delay for two years an estimate of CECL’s effect on regulatory capital, relative to the incurred loss methodology’s effect on regulatory capital, followed by a three-year transition period (five-year transition option). The Company and the Bank adopted the capital transition relief over the permissible five-year period. Effective January 1, 2025, the capital transition relief period terminated.

The capital ratios of Hanmi Financial and the Bank as of September 30, 2025 and December 31, 2024 were as follows:

	Actual			Minimum Regulatory Requirement			Minimum to Be Categorized as “Well Capitalized”		
	Amount		Ratio	Amount		Ratio	Amount		Ratio
(dollars in thousands)									
September 30, 2025									
Total capital (to risk-weighted assets):									
Hanmi Financial	\$	1,008,479	15.05%	\$	536,132	8.00%	N/A		N/A
Hanmi Bank	\$	957,077	14.28%	\$	536,183	8.00%	\$ 670,229		10.00%
Tier 1 capital (to risk-weighted assets):									
Hanmi Financial	\$	826,096	12.33%	\$	402,099	6.00%	N/A		N/A
Hanmi Bank	\$	884,694	13.20%	\$	402,137	6.00%	\$ 536,183		8.00%
Common equity Tier 1 capital (to risk-weighted assets)									
Hanmi Financial	\$	804,474	12.00%	\$	301,575	4.50%	N/A		N/A
Hanmi Bank	\$	884,694	13.20%	\$	301,603	4.50%	\$ 435,649		6.50%
Tier 1 capital (to average assets):									
Hanmi Financial	\$	826,096	10.64%	\$	310,535	4.00%	N/A		N/A
Hanmi Bank	\$	884,694	11.46%	\$	308,726	4.00%	\$ 385,908		5.00%
December 31, 2024									
Total capital (to risk-weighted assets):									
Hanmi Financial	\$	979,843	15.24%	\$	514,455	8.00%	N/A		N/A
Hanmi Bank	\$	927,882	14.43%	\$	514,406	8.00%	\$ 643,007		10.00%
Tier 1 capital (to risk-weighted assets):									
Hanmi Financial	\$	801,040	12.46%	\$	385,841	6.00%	N/A		N/A
Hanmi Bank	\$	859,079	13.36%	\$	385,804	6.00%	\$ 514,406		8.00%
Common equity Tier 1 capital (to risk-weighted assets)									
Hanmi Financial	\$	778,941	12.11%	\$	289,381	4.50%	N/A		N/A
Hanmi Bank	\$	859,079	13.36%	\$	289,353	4.50%	\$ 417,955		6.50%
Tier 1 capital (to average assets):									
Hanmi Financial	\$	801,040	10.63%	\$	301,346	4.00%	N/A		N/A
Hanmi Bank	\$	859,079	11.47%	\$	299,771	4.00%	\$ 374,714		5.00%

Note 11 — Fair Value Measurements

Fair Value Measurements

ASC 820, *Fair Value Measurements and Disclosures*, defines fair value, establishes a framework for measuring fair value including a three-level valuation hierarchy, and expands disclosures about fair value measurements. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The three-level fair value hierarchy requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs that may be used to measure fair value are defined as follows:

- Level 1 - Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2 - Significant other observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3 - Significant unobservable inputs that reflect a company's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

Fair value is used on a recurring basis for certain assets and liabilities in which fair value is the primary basis of accounting. Additionally, fair value is used on a non-recurring basis to evaluate assets or liabilities for impairment or for disclosure purposes.

We record securities available for sale at fair value on a recurring basis. Certain other assets, such as loans held for sale, impaired loans, OREO, and core deposit intangible, are recorded at fair value on a non-recurring basis. Non-recurring fair value measurements typically involve assets that are periodically evaluated for impairment and for which any impairment is recorded in the period in which the re-measurement is performed.

The following methods and assumptions were used to estimate the fair value of each class of financial instrument below:

Securities available for sale - The fair values of securities available for sale are determined by obtaining quoted prices on nationally recognized securities exchanges. If quoted prices are not available, fair values are measured using matrix pricing, which is a mathematical technique used widely in the industry to value debt securities without relying exclusively on quoted prices for the specific securities but rather by relying on the securities' relationship to other benchmark quoted securities, or other model-based valuation techniques requiring observable inputs other than quoted prices such as yield curve, prepayment speeds, and default rates. Level 1 securities include U.S. Treasury securities that are traded on an active exchange or by dealers or brokers in active over-the-counter markets. The fair value of these securities is determined by quoted prices on an active exchange or over-the-counter market. Level 2 securities primarily include U.S. government agency and sponsored agency mortgage-backed securities, collateralized mortgage obligations and debt securities as well as municipal bonds in markets that are active. In determining the fair value of the securities categorized as Level 2, we obtain reports from nationally recognized broker-dealers detailing the fair value of each investment security held as of each reporting date. The broker-dealers use prices obtained from nationally recognized pricing services to value our fixed income securities. The fair value of the municipal securities is determined based on pricing data provided by nationally recognized pricing services. We review the prices obtained for reasonableness based on our understanding of the marketplace, and also consider any credit issues related to the bonds. As we have not made any adjustments to the market quotes provided to us and as they are based on observable market data, they have been categorized as Level 2 within the fair value hierarchy. Level 3 securities are instruments that are not traded in the market. As such, no observable market data for the instrument is available, which necessitates the use of significant unobservable inputs.

Derivatives – The fair values of derivatives are based on valuation models using observable market data as of the measurement date (Level 2). Our derivatives are traded in an over-the-counter market where quoted market prices are not always available. Therefore, the fair values of derivatives are determined using quantitative models that utilize multiple market inputs. The inputs will vary based on the type of derivative, but could include interest rates, prices and indices to generate continuous yield or pricing curves, prepayment rates, and volatility factors to value the position. The majority of market inputs are actively quoted and can be validated through external sources, including brokers, market transactions and third-party pricing services.

Loans held for sale - Loans held for sale includes the guaranteed portion of SBA 7(a) loans carried at the lower of cost or fair value. Management obtains quotes, bids or pricing indication sheets on all or part of the loans directly from the purchasing financial institutions. Premiums received or to be received on the quotes, bids or pricing indication sheets are indicative of the fact that cost is lower than fair value. At September 30, 2025 and December 31, 2024, the SBA 7(a) loans held for sale were recorded at its cost. We record SBA 7(a) loans held for sale on a nonrecurring basis with Level 2 inputs.

Nonperforming loans – Nonaccrual loans receivable and loans 90-days past due and still accruing interest are considered nonperforming for reporting purposes. All nonperforming loans with a carrying balance over \$250,000 are individually evaluated for the amount of impairment, if any. Nonperforming loans with a carrying balance of \$250,000 or less are evaluated collectively. However, from time to time, nonrecurring fair value adjustments to collateral dependent nonperforming loans, for which repayment is expected to be obtained through the sale of the underlying collateral, are recorded based on either the current appraised value of the collateral, or management’s judgment, that are then adjusted based on recent market trends. When the fair value of the collateral is less than the book value, a valuation allowance is established to carry the loan at the fair value of the collateral, and results in a Level 3 measurement.

OREO - Fair value of OREO is based primarily on third party appraisals, less costs to sell and result in a Level 3 classification of the inputs for determining fair value. Appraisals are required annually and may be updated more frequently as circumstances require and the fair value adjustments are made to OREO based on the updated appraised value of the property.

Servicing assets - On a quarterly basis, the Company utilizes a third party service to evaluate servicing assets related to loans sold to unaffiliated parties with servicing retained, and result in a Level 3 classification. Servicing assets are assessed for impairment or increased obligation based on fair value at each reporting date.

Other repossessed assets – Fair value of equipment from equipment financing agreements is based primarily on a third party valuation service, less costs to sell and result in a Level 3 classification of the inputs for determining fair value. Valuations are required at the time the asset is repossessed and may be subsequently updated periodically due to the Company’s short-term possession of the asset prior to sale or as circumstances require and the fair value adjustments are made to the asset based on its value prior to sale.

Assets and Liabilities Measured at Fair Value on a Recurring Basis

As of September 30, 2025 and December 31, 2024, assets and liabilities measured at fair value on a recurring basis are as follows:

	Level 1 Quoted Prices in Active Markets for Identical Assets	Level 2 Significant Observable Inputs with No Active Market with Identical Characteristics	Level 3 Significant Unobservable Inputs	Total Fair Value
	<i>(in thousands)</i>			
September 30, 2025				
Assets:				
Securities available for sale:				
U.S. Treasury securities	\$ 132,044	\$ —	\$ —	\$ 132,044
U.S. government agency and sponsored agency obligations:				
Mortgage-backed securities - residential	—	377,176	—	377,176
Mortgage-backed securities - commercial	—	61,097	—	61,097
Collateralized mortgage obligations	—	194,583	—	194,583
Debt securities	—	72,416	—	72,416
Total U.S. government agency and sponsored agency obligations	—	705,272	—	705,272
Municipal bonds-tax exempt	—	67,405	—	67,405
Total securities available for sale	\$ 132,044	\$ 772,677	\$ —	\$ 904,721
Derivative financial instruments	\$ —	\$ 2,809	\$ —	\$ 2,809
Liabilities:				
Derivative financial instruments	\$ —	\$ 2,805	\$ —	\$ 2,805
December 31, 2024				
Assets:				
Securities available for sale:				
U.S. Treasury securities	\$ 88,929	\$ —	\$ —	\$ 88,929
U.S. government agency and sponsored agency obligations:				
Mortgage-backed securities - residential	—	392,572	—	392,572
Mortgage-backed securities - commercial	—	62,916	—	62,916
Collateralized mortgage obligations	—	173,556	—	173,556
Debt securities	—	122,816	—	122,816
Total U.S. government agency and sponsored agency obligations	—	751,860	—	751,860
Municipal bonds-tax exempt	—	65,009	—	65,009
Total securities available for sale	\$ 88,929	\$ 816,869	\$ —	\$ 905,798
Derivative financial instruments	\$ —	\$ 4,690	\$ —	\$ 4,690
Liabilities:				
Derivative financial instruments	\$ —	\$ 5,292	\$ —	\$ 5,292

Assets and Liabilities Measured at Fair Value on a Non-Recurring Basis

As of September 30, 2025 and December 31, 2024, assets and liabilities measured at fair value on a non-recurring basis are as follows:

			Level 1		Level 2 Significant Observable		Level 3
		Total	Quoted Prices in Active Markets for Identical Assets		Inputs With No Active Market With Identical Characteristics		Significant Unobservable Inputs
				(in thousands)			
September 30, 2025							
Assets:							
Collateral dependent loans ⁽¹⁾	\$	11,821	\$	—	\$	—	\$ 11,821
Other real estate owned		1,995		—		—	1,995
Reposessed personal property		412		—		—	412
December 31, 2024							
Assets:							
Collateral dependent loans ⁽²⁾	\$	3,467	\$	—	\$	—	\$ 3,467
Other real estate owned		117		—		—	117
Reposessed personal property		568		—		—	568

(1) Consisted of real estate loans of \$11.8 million.

(2) Consisted of real estate loans of \$3.5 million.

The following table represents quantitative information about Level 3 fair value assumptions for assets measured at fair value on a non-recurring basis at September 30, 2025 and December 31, 2024:

	Fair Value	Valuation Techniques	Unobservable Input(s) (in thousands)	Range (Weighted Average)	
September 30, 2025					
Collateral dependent loans:					
Real estate loans:					
Commercial property					
Retail	\$ 554	Market approach	Adjustments to market data	(45%) to 6% / (25)%	(1)
Hospitality	399	Market approach	Adjustments to market data	(5)% to 0% / 0%	(1)
Office	10,566	Market approach	Adjustments to market data	(26)% to (4)% / (14)%	(1)
Residential	302	Market approach	Adjustments to market data	(14)% to (3)% / (5)%	(1)
Total real estate loans	11,821				
Total	\$ 11,821				
Other real estate owned	1,995	Market approach	Adjustments to market data	(11)% to 17% / 1%	(2)
Reposessed personal property	412	Market approach	Adjustments to market data	N/A	(2)
December 31, 2024					
Collateral dependent loans:					
Real estate loans:					
Commercial property					
Retail	\$ 1,377	Market approach	Adjustments to market data	(45)% to 30% / (10)%	(1)
Hospitality	215	Market approach	Adjustments to market data	(11)% to 17% / 5%	(1)
Residential	1,875	Market approach	Adjustments to market data	(11)% to 8% / (2)%	(1)
Total real estate loans	3,467				
Total	\$ 3,467				
Other real estate owned	\$ 117	Market approach	Adjustments to market data	0% to 5% / 4%	(2)
Reposessed personal property	568	Market approach	Adjustments to market data	N/A	(2)

(1) Appraisal reports utilize a combination of valuation techniques including a market approach, where prices and other relevant information generated by market transactions involving similar or comparable properties are used to determine the appraised value. Appraisals may include an 'as is' and 'upon completion' valuation scenarios. Adjustments to market data (expressed as a range and a weighted average) are routinely made in the appraisal process by third-party appraisers to adjust for differences between the comparable sales and income data. Adjustments also result from the consideration of relevant economic and demographic factors with the potential to affect property values. Also, prospective values are based on the market conditions which exist at the date of inspection combined with informed forecasts based on current trends in supply and demand for the property types under appraisal. Positive adjustments disclosed in this table represent increases to the sales comparison and negative adjustments represent decreases.

(2) The equipment is usually too small in value to use a professional appraisal service. The values are determined internally using a combination of auction values, vendor recommendations and sales comparisons depending on the equipment type. Some highly commoditized equipment, such as commercial trucks have services that provide industry values.

ASC 825, *Financial Instruments*, requires disclosure of the fair value of financial assets and financial liabilities, including those financial assets and financial liabilities that are not measured and reported at fair value on a recurring basis or non-recurring basis. The methodologies for estimating the fair value of financial assets and financial liabilities that are measured on a recurring basis or non-recurring basis are discussed above.

The estimated fair value of financial instruments has been determined by using available market information and appropriate valuation methodologies. However, considerable judgment is required to interpret market data to develop estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts that we could realize in a current market exchange. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

Recognition and Measurement of Financial Assets and Financial Liabilities (Topic 825), among other provisions, requires public business entities to use the exit price notion when measuring the fair value of financial instruments for disclosure purposes. Other than certain financial instruments for which we had concluded that the carrying amounts approximate fair value, the fair value estimates shown below were based on an exit price notion as of September 30, 2025, as required by ASU 2016-01. The financial instruments for which we had concluded that the carrying amounts approximate fair value include cash and due from banks, accrued interest receivable and payable, and noninterest-bearing deposits.

The estimated fair values of financial instruments were as follows:

		September 30, 2025			
	Carrying Amount	Level 1	Fair Value Level 2	Level 3	
		(in thousands)			
Financial assets:					
Cash and due from banks	\$ 215,654	\$ 215,654	\$ —	\$ —	
Securities available for sale	904,721	132,044	772,677	—	
Loans held for sale	6,512	—	7,016	—	
Loans receivable, net of allowance for credit losses	6,458,478	—	—	6,494,947	
Accrued interest receivable	23,986	23,986	—	—	
Derivative financial instruments	2,809	—	2,809	—	
Financial liabilities:					
Noninterest-bearing deposits	2,087,132	—	2,087,132	—	
Interest-bearing deposits	4,679,507	—	—	4,681,171	
Borrowings and subordinated debentures	192,809	—	62,521	133,020	
Accrued interest payable	34,219	34,219	—	—	
Derivative financial instruments	2,805	—	2,805	—	
		December 31, 2024			
	Carrying Amount	Level 1	Fair Value Level 2	Level 3	
		(in thousands)			
Financial assets:					
Cash and due from banks	\$ 304,800	\$ 304,800	\$ —	\$ —	
Securities available for sale	905,798	88,929	816,869	—	
Loans held for sale	8,579	—	9,229	—	
Loans receivable, net of allowance for credit losses	6,181,230	—	—	6,078,567	
Accrued interest receivable	22,937	22,937	—	—	
Financial liabilities:					
Noninterest-bearing deposits	2,096,634	—	2,096,634	—	
Interest-bearing deposits	4,339,142	—	—	4,336,429	
Borrowings and subordinated debentures	393,138	—	262,183	129,226	
Accrued interest payable	34,824	34,824	—	—	

The methods and assumptions used to estimate the fair value of each class of financial instruments for which it was practicable to estimate that value are explained below:

Cash and due from banks – The carrying amounts of cash and due from banks approximate fair value due to the short-term nature of these instruments (Level 1).

Securities – The fair value of securities, consisting of securities available for sale, is generally obtained from market bids for similar or identical securities, from independent securities brokers or dealers, or from other model-based valuation techniques

described above (Level 1 and 2).

Loans held for sale – Loans held for sale are carried at the lower of aggregate cost or fair market value, as determined based upon quotes, bids or sales contract prices (Levels 1 and 2).

Loans receivable, net of allowance for credit losses – The fair value of loans receivable is estimated based on the discounted cash flow approach. To estimate the fair value of the loans, certain loan characteristics such as account types, remaining terms, annual interest rates or coupons, interest types, past delinquencies, timing of principal and interest payments, current market rates, loan-to-value ratios, loss exposures, and remaining balances are considered. Additionally, the Company's prior charge-off rates and loss ratios as well as various other assumptions relating to credit, interest, and prepayment risks are used as part of valuing the loan portfolio. Subsequently, the loans were individually evaluated by sorting and pooling them based on loan types, credit risk grades, and payment types. Consistent with the requirements of ASU 2016-01, the fair value of the Company's loans receivable is considered to be an exit price notion as of September 30, 2025 (Level 3).

The fair value of collateral dependent loans is estimated based on the net realizable fair value of the collateral or the observable market price of the most recent sale or quoted price from loans held for sale. The Company does not record loans at fair value on a recurring basis. Nonrecurring fair value adjustments to collateral dependent loans are recorded based on the current appraised value of the collateral (Level 3).

Accrued interest receivable – The carrying amount of accrued interest receivable approximates its fair value (Level 1).

Noninterest-bearing deposits – The fair value of noninterest-bearing deposits is the amount payable on demand at the reporting date (Level 2).

Interest-bearing deposits – The fair value of interest-bearing deposits, such as savings accounts, money market checking, and certificates of deposit, is estimated based on discounted cash flows. The cash flows for non-maturity deposits, including savings accounts and money market checking, are estimated based on their historical decaying experiences. The discount rate used for fair valuation is based on interest rates currently being offered by the Bank on comparable deposits as to amount and term (Level 3).

Borrowings and subordinated debentures – Borrowings consist of FHLB advances, subordinated debentures and other borrowings. Discounted cash flows based on current market rates for borrowings with similar remaining maturities are used to estimate the fair value of borrowings (Level 2 and 3).

Accrued interest payable – The carrying amount of accrued interest payable approximates its fair value (Level 1).

Note 12 — Off-Balance Sheet Commitments

The Bank is a party to financial instruments with off-balance sheet risk in the normal course of business to meet the financing needs of its customers. These financial instruments include commitments to extend credit and standby letters of credit. These instruments involve, to varying degrees, elements of credit and interest rate risk similar to the risk involved with on-balance sheet items.

The Bank's exposure to losses in the event of non-performance by the other party to commitments to extend credit and standby letters of credit is represented by the contractual notional amount of those instruments. The Bank uses the same credit policies in making commitments and conditional obligations as it does for extending loan facilities to customers. The Bank evaluates each customer's creditworthiness on a case-by-case basis. The amount of collateral obtained, if deemed necessary by the Bank upon an extension of credit, was based on management's credit evaluation of the counterparty. Collateral held varies but may include accounts receivable, inventory, premises and equipment, and income-producing or borrower-occupied properties.

Some of the commitments to fund existing loans, lines of credit and letters of credit are expected to expire without being drawn upon. Therefore, the total commitments do not necessarily represent future cash requirements. As of September 30, 2025, the Bank was obligated on \$150.0 million of letters of credit to the FHLB of San Francisco, which were being used as collateral for \$150.0 million in public fund deposits from the State of California.

The following table shows the distribution of total loan commitments as of the dates indicated:

	September 30, 2025	December 31, 2024
	<i>(in thousands)</i>	
Unused commitments to extend credit	\$ 952,475	\$ 782,291
Standby letters of credit	137,509	97,463
Commercial letters of credit	5,639	18,324
Total commitments	\$ 1,095,623	\$ 898,078

The allowance for credit losses related to off-balance sheet items was maintained at a level believed to be sufficient to absorb current expected lifetime losses related to these unfunded credit facilities. The determination of the allowance adequacy was based on periodic evaluations of the unfunded credit facilities including an assessment of the probability of commitment usage, credit risk factors for loans outstanding to these same customers, and the terms and expiration dates of the unfunded credit facilities.

Activity in the allowance for credit losses related to off-balance sheet items was as follows for the periods indicated:

	Three Months Ended September 30, 2025		Nine Months Ended September 30, 2025	
	<i>(in thousands)</i>		<i>(in thousands)</i>	
Balance at beginning of period	\$ 2,506	\$ 2,010	\$ 2,074	\$ 2,474
Credit loss expense (recovery)	(399)	(26)	33	(490)
Balance at end of period	\$ 2,107	\$ 1,984	\$ 2,107	\$ 1,984

Note 13 — Leases

The Company enters into leases in the normal course of business primarily for bank branch offices, back-office operations locations, business development offices, information technology data centers and information technology equipment. The Company's leases have remaining terms ranging from one month to nine years, some of which include renewal or termination options to extend the lease for up to ten years.

The Company includes lease extension and termination options in the lease term if, after considering relevant economic factors, it is reasonably certain the Company will exercise the option. In addition, the Company has elected to account for any non-lease components in its real estate leases as part of the associated lease component. The Company has also elected not to recognize leases with original lease terms of 12 months or less (short-term leases) on the Company's balance sheet.

Leases are classified as operating or finance leases at the lease commencement date. Lease expense for operating leases and short-term leases is recognized on a straight-line basis over the term of the lease. Right-of-use assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease.

Right-of-use assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of the lease payments over the lease term.

As of September 30, 2025, the outstanding balances for our right-of-use asset and lease liability were \$32.7 million and \$36.8 million, respectively. The outstanding balances of the right-of-use asset and lease liability were \$35.6 million and \$39.8 million, respectively, as of December 31, 2024. The right-of-use asset is reported in prepaid expenses and other assets line item and lease liability is reported in accrued expenses and other liabilities line item on the Consolidated Balance Sheets.

In determining the discount rates, since most of our leases do not provide an implicit rate, we used our incremental borrowing rate provided by the FHLB of San Francisco based on the information available at the commencement date to calculate the present value of lease payments.

At September 30, 2025, future minimum rental commitments under these non-cancelable operating leases, with initial or remaining terms of one year or more, were as follows:

	Amount <i>(in thousands)</i>
2025	\$ 2,148
2026	7,573
2027	7,358
2028	7,004
2029	6,226
Thereafter	10,941
Remaining lease commitments	41,250
Interest	(4,434)
Present value of lease liability	\$ 36,816

Net lease expense recognized for the three months ended September 30, 2025 and 2024 was \$2.3 million and \$2.4 million, respectively. This included operating lease costs of \$2.4 million and \$2.5 million, respectively, reduced by sublease income of \$34,000 and \$33,000, respectively. Net lease expense recognized for the nine months ended September 30, 2025 and 2024 was \$7.1 million and \$7.7 million, respectively. This included operating lease costs of \$7.2 million and \$7.8 million, respectively, reduced by sublease income of \$0.1 million for both nine-month periods.

Weighted average remaining lease terms for the Company's operating leases were 5.79 years and 6.35 years as of September 30, 2025 and December 31, 2024, respectively. Weighted average discount rates used for the Company's operating leases were 3.86% and 3.30% as of September 30, 2025 and December 31, 2024, respectively.

Cash paid and included in cash flows from operating activities for amounts used in the measurement of the lease liability of the Company's operating leases was \$2.1 million and \$2.2 million for the three months ended September 30, 2025 and 2024, respectively, and \$6.5 million and \$6.4 million for the nine months ended September 30, 2025 and 2024, respectively.

Note 14 — Liquidity

Hanmi Financial

As of September 30, 2025, Hanmi Financial had \$5.7 million in cash on deposit with its bank subsidiary and \$44.2 million of U.S. Treasury securities at fair value. As of December 31, 2024, the Company had \$11.4 million in cash on deposit with its bank subsidiary and \$38.8 million of U.S. Treasury securities at fair value. Management believes that Hanmi Financial, on a stand-alone basis, has adequate liquid assets to meet its current debt obligations.

Hanmi Bank

The principal objective of our liquidity management program is to maintain the Bank's ability to meet the day-to-day cash flow requirements of its customers who wish either to withdraw funds or to draw upon credit facilities to meet their cash needs. Management believes that the Bank, on a stand-alone basis, has adequate liquid assets to meet its current obligations. The Bank's primary funding source will continue to be deposits originating from its branch platform. The Bank's wholesale funds historically consisted of FHLB advances, brokered deposits, as well as State of California time deposits. As of September 30, 2025 and December 31, 2024, the Bank had \$62.5 million and \$262.5 million of FHLB advances, and \$88.5 million and \$60.7 million of brokered deposits,

respectively. As of September 30, 2025 and December 31, 2024, the Bank had \$150.0 million and \$120.0 million of State of California time deposits, respectively.

We monitor the sources and uses of funds on a regular basis to maintain an acceptable liquidity position. Historically, the Bank's primary source of borrowings is the FHLB, from which the Bank is eligible to borrow up to 30% of its assets. As of September 30, 2025 and December 31, 2024, the total borrowing capacity available, based on pledged collateral was \$1.72 billion and \$1.69 billion, respectively. The remaining available borrowing capacity was \$1.51 billion and \$1.30 billion as of September 30, 2025 and December 31, 2024, respectively.

The amount that the FHLB is willing to advance differs based on the quality and character of qualifying collateral pledged by the Bank, and the FHLB may adjust the advance rates for qualifying collateral upwards or downwards from time to time. To the extent deposit renewals and deposit growth are not sufficient to fund maturing and withdrawable deposits, repay maturing borrowings, fund existing and future loans, equipment financing agreements and securities, and otherwise fund working capital needs and capital expenditures, the Bank may utilize the remaining borrowing capacity from its FHLB borrowing arrangement.

As a means of augmenting its liquidity, the Bank also had an available borrowing source of \$25.6 million from the Federal Reserve Discount Window, to which the Bank pledged securities with a fair value of \$27.4 million, with no borrowings outstanding as of September 30, 2025. At December 31, 2024, the available borrowing capacity through the Federal Reserve Bank of San Francisco Discount Window was \$27.6 million on pledged securities with market values of \$29.4 million, with no borrowings outstanding. The Bank also maintains a line of credit for repurchase agreements up to \$100.0 million. The Bank also had three unsecured federal funds lines of credit totaling \$140.0 million with no outstanding balances as of September 30, 2025 or December 31, 2024.

Note 15 — Derivatives and Hedging Activities

Risk Management Objective of Using Derivative

The Company is exposed to certain risks arising from both its business operations and economic conditions. The Company principally manages its exposures to a wide variety of business and operational risks through management of its core business activities. The Company manages economic risks, including interest rate, liquidity, and credit risk, primarily by managing the amount, sources, and duration of its assets and liabilities, including through the use of derivative financial instruments. Specifically, the Company enters into derivative financial instruments to manage exposures that arise from business activities that result in the receipt or payment of future known and uncertain cash amounts, the value of which are determined by interest rates.

Derivatives Designated as Hedging Instruments - Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest income and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of fixed-rate amounts from a counterparty in exchange for the Company making variable-rate payments over the life of the agreements without exchange of the underlying notional amount. Such derivatives were used to hedge the variable cash flows associated with existing variable-rate assets. During the fourth quarter of 2023, the Company entered into a \$100.0 million notional interest rate swap designated as a cash flow hedge, with an effective date of May 1, 2024 and a maturity date of May 1, 2026, to hedge a pool of Prime Rate-indexed loans against falling rates. The principal balance of the loan pool designated for the Prime Rate-indexed loans was \$125.5 million as of September 30, 2025. During the first quarter of 2024, the Company entered into a \$75.0 million notional interest rate swap designated as a cash flow hedge, with an effective date of May 1, 2024 and a maturity date of May 1, 2026, to hedge a pool of one-month SOFR-indexed loans against falling rates. The principal balance of the loan pool designated for the SOFR-indexed loans was \$117.4 million as of September 30, 2025.

For derivatives designated and that qualify as cash flow hedges of interest rate risk, the gain or loss on the derivative is recorded in accumulated other comprehensive income and subsequently reclassified into interest income in the same period(s) during which the hedged transaction affects earnings. Management evaluated the effectiveness of the Company's derivatives designated as cash flow hedges at inception and at the balance sheet date and determined they are effective. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest income as interest payments are received on the corresponding variable-rate asset. During the next 12 months, the Company estimates that an additional \$0.1 million will be reclassified as an increase to interest income.

Derivatives Not Designated as Hedging Instruments

The Company also enters into interest rate swap agreements between the Company and its customers and other third-party counterparties. The Company enters into “back to back swap” arrangements whereby the Company executes interest rate swap agreements with its customers and acquires an offsetting swap position from a third-party counterparty. These derivative financial statements are accounted for at fair value, with changes in fair value recognized in the Company’s Consolidated Statements of Income.

The table below presents the fair value of the Company’s derivative financial instruments as well as their classification on the Balance Sheet as of September 30, 2025 and December 31, 2024.

As of September 30, 2025

	Notional Amount	Derivative Assets Balance Sheet Location	Fair Value (in thousands)	Notional Amount	Derivative Liabilities Balance Sheet Location	Fair Value
Derivatives not designated as hedging instruments						
Interest rate products	\$ 99,768	Other Assets	\$ 2,777	\$ 99,768	Other Liabilities	\$ 2,766
Total derivatives not designated as hedging instruments			<u><u>\$ 2,777</u></u>			<u><u>\$ 2,766</u></u>
Derivatives designated as hedging instruments						
Interest rate products	\$ 75,000	Other Assets	\$ 32	\$ 100,000	Other Liabilities	\$ 39
Total derivatives designated as hedging instruments			<u><u>\$ 32</u></u>			<u><u>\$ 39</u></u>

As of December 31, 2024

	Notional Amount	Derivative Assets Balance Sheet Location	Fair Value (in thousands)	Notional Amount	Derivative Liabilities Balance Sheet Location	Fair Value
Derivatives not designated as hedging instruments						
Interest rate products	\$ 101,892	Other Assets	\$ 4,690	\$ 101,892	Other Liabilities	\$ 4,650
Total derivatives not designated as hedging instruments			<u><u>\$ 4,690</u></u>			<u><u>\$ 4,650</u></u>
Derivatives designated as hedging instruments						
Interest rate products	\$ —	Other Assets	\$ —	\$ 175,000	Other Liabilities	\$ 642
Total derivatives designated as hedging instruments			<u><u>\$ —</u></u>			<u><u>\$ 642</u></u>

The table below presents the effect of cash flow hedge accounting on Accumulated Other Comprehensive Income for the three and nine months ended September 30, 2025 and 2024.

Three Months Ended September 30, 2025

	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Recognized from Accumulated Other Comprehensive Income into Income <i>(in thousands)</i>	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Included Component	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Excluded Component
Derivatives in Subtopic 815-20 Hedging Relationships							
Derivatives in Cash Flow Hedging Relationships							
Interest Rate Products	\$ (94)	\$ (94)	\$ —	Interest Income	\$ (241)	\$ (241)	\$ —
Total	<u>\$ (94)</u>	<u>\$ (94)</u>	<u>\$ —</u>		<u>\$ (241)</u>	<u>\$ (241)</u>	<u>\$ —</u>

Three Months Ended September 30, 2024

	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Recognized from Accumulated Other Comprehensive Income into Income <i>(in thousands)</i>	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Included Component	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Excluded Component
Derivatives in Subtopic 815-20 Hedging Relationships							
Derivatives in Cash Flow Hedging Relationships							
Interest Rate Products	\$ 2,427	\$ 2,427	\$ —	Interest Income	\$ (673)	\$ (673)	\$ —
Total	<u>\$ 2,427</u>	<u>\$ 2,427</u>	<u>\$ —</u>		<u>\$ (673)</u>	<u>\$ (673)</u>	<u>\$ —</u>

Nine Months Ended September 30, 2025

	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Recognized from Accumulated Other Comprehensive Income into Income (in thousands)	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Included Component	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Excluded Component
Derivatives in Subtopic 815-20 Hedging Relationships							
Derivatives in Cash Flow Hedging Relationships							
Interest Rate Products	\$ (139)	\$ (139)	\$ —	Interest Income	\$ (734)	\$ (734)	\$ —
Total	<u>\$ (139)</u>	<u>\$ (139)</u>	<u>\$ —</u>		<u>\$ (734)</u>	<u>\$ (734)</u>	<u>\$ —</u>

Nine Months Ended September 30, 2024

	Amount of Gain or (Loss) Recognized in OCI on Derivative	Amount of Gain or (Loss) Recognized in OCI Included Component	Amount of Gain or (Loss) Recognized in OCI Excluded Component	Location of Gain or (Loss) Recognized from Accumulated Other Comprehensive Income into Income (in thousands)	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Included Component	Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income Excluded Component
Derivatives in Subtopic 815-20 Hedging Relationships							
Derivatives in Cash Flow Hedging Relationships							
Interest Rate Products	\$ (526)	\$ (526)	\$ —	Interest Income	\$ (1,133)	\$ (1,133)	\$ —
Total	<u>\$ (526)</u>	<u>\$ (526)</u>	<u>\$ —</u>		<u>\$ (1,133)</u>	<u>\$ (1,133)</u>	<u>\$ —</u>

The table below presents the effect of cash flow hedge accounting on the Income Statement for the three and nine months ended September 30, 2025 and 2024.

	Location and Amount of Gain or (Loss) Recognized in Income on Cash Flow Hedging Relationship							
	Three Months Ended September 30,				Nine Months Ended September 30,			
	2025	2024			2025	2024		
	Interest Income	Interest Expense	Interest Income	Interest Expense	Interest Income	Interest Expense	Interest Income	Interest Expense
	(in thousands)							
Gain or (loss) on cash flow hedging relationships in Subtopic 815-20								
Interest contracts								
Amount of gain or (loss) reclassified from accumulated other comprehensive loss into income	\$ (241)	\$ —	\$ (673)	\$ —	\$ (734)	\$ —	\$ (1,133)	\$ —
Amount of gain or (loss) reclassified from accumulated other comprehensive loss into income - included component	(241)	—	(673)	—	(734)	—	(1,133)	—

The table below presents the effect of the Company’s derivative financial instruments that are not designated as hedging instruments on the Income Statement for the three and nine months ended September 30, 2025 and 2024.

Derivatives Not Designated as Hedging Instruments under Subtopic 815-20	Location of Gain or (Loss) Recognized in Income on Derivative	Amount of Gain or (Loss) Recognized in Income on Derivative			
		Three Months Ended September 30,		Nine Months Ended September 30,	
		2025	2024	2025	2024
		(in thousands)		(in thousands)	
Interest rate products	Other income	\$ 1	\$ (44)	\$ (29)	\$ (18)
Total		<u>\$ 1</u>	<u>\$ (44)</u>	<u>\$ (29)</u>	<u>\$ (18)</u>

No fee income was recognized from its derivative financial instruments for the nine months ended September 30, 2025 or 2024.

The table below presents a gross presentation, the effects of offsetting, and a net presentation of the Company's derivatives as of September 30, 2025 and December 31, 2024. The net amounts of derivative assets or liabilities can be reconciled to the tabular disclosure of fair value. The derivative assets are located within the prepaid and other assets line item on the Consolidated Balance Sheets and the derivative liabilities are located within the accrued expenses and other liabilities line item on the Consolidated Balance Sheets.

Offsetting of Derivative Assets
As of September 30, 2025

	Gross Amounts Not Offset in the Consolidated Balance Sheets					
	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets presented in the Consolidated Balance Sheets (in thousands)	Financial Instruments	Cash Collateral Received	Net Amount
Derivatives	\$ 2,809	\$ —	\$ 2,809	\$ 441	\$ 1,950	\$ 418

Offsetting of Derivative Liabilities
As of September 30, 2025

	Gross Amounts Not Offset in the Consolidated Balance Sheets					
	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Liabilities presented in the Consolidated Balance Sheets (in thousands)	Financial Instruments	Cash Collateral Provided	Net Amount
Derivatives	\$ 2,805	\$ —	\$ 2,805	\$ 441	\$ —	\$ 2,364

Offsetting of Derivative Assets
As of December 31, 2024

	Gross Amounts Not Offset in the Consolidated Balance Sheets					
	Gross Amounts of Recognized Assets	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Assets presented in the Consolidated Balance Sheets (in thousands)	Financial Instruments	Cash Collateral Received	Net Amount
Derivatives	\$ 4,690	\$ —	\$ 4,690	\$ 642	\$ 4,048	\$ —

Offsetting of Derivative Liabilities
As of December 31, 2024

	Gross Amounts Not Offset in the Consolidated Balance Sheets					
	Gross Amounts of Recognized Liabilities	Gross Amounts Offset in the Consolidated Balance Sheets	Net Amounts of Liabilities presented in the Consolidated Balance Sheets (in thousands)	Financial Instruments	Cash Collateral Provided	Net Amount
Derivatives	\$ 5,292	\$ —	\$ 5,292	\$ 642	\$ —	\$ 4,650

The Company has agreements with each of its derivative counterparties that contain a provision stating if the Company either defaults or is capable of being declared in default on any of its indebtedness, then the Company could also be declared in default on its derivative obligations. In addition, these agreements may also require the Company to post additional collateral should it fail to maintain its status as a well- or adequately- capitalized institution.

As of September 30, 2025 and December 31, 2024, the fair value of derivatives in a net liability position, which includes accrued interest but excludes any adjustment for nonperformance risk, related to these agreements was \$0. As of September 30, 2025 and December 31, 2024, no collateral was provided related to these agreements.

Note 16 — Segment Reporting

The Company has one reportable segment, Banking, as determined by the Chief Financial Officer, who is designated the chief operating decision maker, based upon information provided about the Company's products and services offered, which are primarily banking operations. The Banking segment is also distinguished by the level of information provided to the chief operating decision maker, who uses such information to review performance of various components of the business. The chief operating decision maker uses net interest income, net interest margin, non-interest income, non-interest expense, credit loss expense, and net income to assess performance to determine the allocation of resources. These metrics, coupled with monitoring of budget to actual results, are used in assessment performance and in establishing compensation. Loans, investments, and deposits provide the revenues in our banking operations. Interest expense, provisions for credit losses, and salaries and benefits provide the significant expenses in our banking operations.

The following table presents information reported internally for performance assessment by the chief operating decision maker for the following periods:

	Banking Segment	
	Quarter Ended September 30,	
	2025	2024
	<i>(in thousands)</i>	
Net interest income	\$ 61,079	\$ 50,051
Noninterest income	9,880	8,438
Segment revenues	70,959	58,489
Other revenues	—	—
Total consolidated revenues	70,959	58,489
Less:		
Credit loss expense	2,145	2,286
Noninterest expenses	37,357	35,080
Income tax expense	9,396	6,231
Segment net income	22,061	14,892
Reconciliation of profit:		
Adjustments and reconciling items	—	—
Consolidated net income	\$ 22,061	\$ 14,892

	Banking Segment	
	Nine Months Ended September 30,	
	2025	2024
	<i>(in thousands)</i>	
Net interest income	\$ 173,310	\$ 149,324
Noninterest income	25,676	24,228
Segment revenues	198,986	173,552
Other revenues	—	—
Total consolidated revenues	198,986	173,552
Less:		
Credit loss expense	12,496	3,474
Noninterest expenses	108,689	106,800
Income tax expense	22,951	18,772
Segment net income	54,850	44,506
Reconciliation of profit:		
Adjustments and reconciling items	—	—
Consolidated net income	\$ 54,850	\$ 44,506
	September 30,	December 31,
	2025	2024
Segment assets	\$ 7,856,731	\$ 7,677,925
Other assets	—	—
Consolidated assets	\$ 7,856,731	\$ 7,677,925

Note 17 — Subsequent Events

Cash Dividend

On October 24, 2025, the Company announced that the Board of Directors of the Company declared a quarterly cash dividend of \$0.27 per share to be paid on November 20, 2025 to stockholders of record as of the close of business on November 4, 2025.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following is management's discussion and analysis of our results of operations and financial condition as of and for the three and nine months ended September 30, 2025. This analysis should be read in conjunction with our Annual Report on Form 10-K for the year ended December 31, 2024 (the "2024 Annual Report on Form 10-K") and with the unaudited consolidated financial statements and notes thereto set forth in this Quarterly Report on Form 10-Q for the period ended September 30, 2025 (this "Report").

Forward-Looking Statements

Some of the statements contained in this Report are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements in this Report other than statements of historical fact are "forward-looking statements" for purposes of federal and state securities laws, including, but not limited to, statements about anticipated future operating and financial performance, financial condition and liquidity, asset quality, business strategies, regulatory and competitive outlook, investment and expenditure plans, capital and financing needs and availability, plans and objectives of management for future operations, developments regarding our capital and strategic plans and other similar forecasts and statements of expectation and statements of assumptions underlying any of the foregoing. In some cases, you can identify forward-looking statements by terminology such as "may," "will," "should," "could," "expects," "plans," "intends," "anticipates," "believes," "estimates," "predicts," "potential," or "continue," or the negative of such terms and other comparable terminology. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements.

Forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, financial condition, levels of activity, performance or achievements to differ from those expressed or implied by the forward-looking statements. These factors include:

- a failure to maintain adequate levels of capital and liquidity to support our operations;
- general economic and business conditions internationally, nationally and in those areas in which we operate, including potential recessionary conditions;
- volatility and deterioration in the credit and equity markets;
- changes in investor sentiment or consumer spending, borrowing and savings habits;
- availability of capital from private and government sources;
- demographic changes;
- competition for loans and deposits and failure to attract or retain loans and deposits;
- inflation and fluctuations in interest rates that reduce our margins and yields, the fair value of financial instruments, the level of loan originations or prepayments on loans we have made and make, the level of loan sales and the cost we pay to retain and attract deposits and secure other types of funding;
- our ability to enter new markets successfully and capitalize on growth opportunities;
- the current or anticipated impact of military conflict, terrorism or other geopolitical events;
- the effect of potential future supervisory action against us or Hanmi Bank and our ability to address any issues raised in our regulatory exams;
- risks of natural disasters;
- legal proceedings and litigation brought against us;
- a failure in or breach of our operational or security systems or infrastructure, including cyberattacks;
- the failure to maintain current technologies;
- risks associated with Small Business Administration loans;
- failure to attract or retain key employees;
- our ability to access cost-effective funding;
- the imposition of tariffs or other domestic or international governmental policies and retaliatory responses;
- the impact of the current federal government shutdown, including our ability to effect sales of Small Business Administration loans;
- changes in liquidity, including the size and composition of our deposit portfolio and the percentage of uninsured deposits in the portfolio;
- fluctuations in real estate values;
- changes in accounting policies and practices;
- changes in governmental regulation, including, but not limited to, any increase in FDIC insurance premiums and changes in the monetary policies of the U.S. Treasury and the Board of Governors of the Federal Reserve System;

- the ability of Hanmi Bank to make distributions to Hanmi Financial Corporation, which is restricted by certain factors, including Hanmi Bank's retained earnings, net income, prior distributions made, and certain other financial considerations;
- our ability to successfully effect strategic transactions;
- the adequacy of and changes in the economic assumptions and methodology for computing our allowance for credit losses;
- our credit quality and the effect of credit quality on our credit losses expense and allowance for credit losses;
- changes in the financial performance and/or condition of our borrowers and the ability of our borrowers to perform under the terms of their loans and other terms of credit agreements;
- our ability to control expenses; and
- cyber security and fraud risks against our information technology and those of our third-party providers and vendors.

For additional information concerning risks we face, see "Part II, Item 1A. Risk Factors" in this Report and in the Quarterly Report on Form 10-Q for the period ended June 30, 2025 and "Item 1A. Risk Factors" in Part I of the 2024 Annual Report on Form 10-K. We undertake no obligation to update these forward-looking statements to reflect events or circumstances that occur after the date on which such statements were made, except as required by law.

Critical Accounting Policies

We have established various accounting policies in accordance with GAAP in the preparation of our financial statements. Our significant accounting policies are described in the Notes to the consolidated financial statements in our 2024 Annual Report on Form 10-K. We had no significant changes in our accounting policies since the filing of our 2024 Annual Report on Form 10-K.

Certain accounting policies require us to make significant estimates and assumptions that have a material impact on the carrying value of certain assets and liabilities, and we consider these to be critical accounting policies. For a description of these critical accounting policies, see "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Policies" in our 2024 Annual Report on Form 10-K. Actual results could differ significantly from these estimates and assumptions, which could have a material impact on the carrying value of assets and liabilities at the balance sheet dates and our results of operations for the reporting periods. Management has discussed the development and selection of these critical accounting policies with the Audit Committee of the Company's Board of Directors.

Executive Overview

Net income was \$22.1 million, or \$0.73 per diluted share, for the three months ended September 30, 2025 compared with \$14.9 million, or \$0.49 per diluted share, for the same period a year ago. The increase in net income was driven by a \$11.0 million increase in net interest income, and a \$1.4 million increase in noninterest income, partially offset by a \$2.3 million increase in noninterest expense, and a \$3.2 million increase in income tax expense. Credit loss expense for the third quarter of 2025 was \$2.1 million compared with \$2.3 million for the third quarter of 2024.

Net income was \$54.9 million, or \$1.82 per diluted share, for the nine months ended September 30, 2025 compared with \$44.5 million, or \$1.47 per diluted share, for the same period a year ago. The \$10.4 million increase in net income was driven by a \$24.0 million increase in net interest income and a \$1.4 million increase in noninterest income, partially offset by a \$9.0 million increase in credit loss expense, a \$1.9 million increase in noninterest expense, and a \$4.2 million increase in income tax expense. Credit loss expense for the nine months ended September 30, 2025 was \$12.5 million compared with credit loss expense of \$3.5 million for the nine months ended September 30, 2024.

Return on average assets and return on average stockholders' equity for the three months ended September 30, 2025 were 1.12% and 10.69%, respectively, as compared with 0.79% and 7.55%, respectively, for the three months ended September 30, 2024. Return on average assets and return on average stockholders' equity for the nine months ended September 30, 2025 were 0.95% and 9.04%, respectively, as compared with 0.79% and 7.65%, respectively, for the nine months ended September 30, 2024. The increase in both ratios, for the quarter to date and year to date comparisons presented, was driven by net income growth that was primarily due to an increase in net interest income.

Additional significant financial highlights include:

- Loans receivable increased by \$277.2 million, or 4.5%, to \$6.46 billion as of September 30, 2025, compared with \$6.18 billion as of December 31, 2024. The net increase was due to loan production of \$1.2 billion, offset by payoffs, loan sales, prepayments, and other decreases of \$1.0 billion.

•Deposits were \$6.77 billion at September 30, 2025 compared with \$6.44 billion at December 31, 2024 as time deposits increased by \$173.4 million, money market and savings accounts increased by \$160.5 million, and demand deposits increased by \$6.5 million.

Results of Operations

Net Interest Income

Our primary source of revenue is net interest income, which is the difference between interest derived from earning assets, and interest paid on liabilities obtained to fund those assets. Our net interest income is affected by changes in the level and mix of interest-earning assets and interest-bearing liabilities, referred to as volume changes. Net interest income is also affected by changes in the yields earned on assets and rates paid on liabilities, referred to as rate changes. Interest rates charged on loans are affected principally by changes to market interest rates, the demand for loans receivable, the supply of money available for lending purposes, and other competitive factors. Those factors are, in turn, affected by general economic conditions and other factors beyond our control, such as federal economic policies, the general supply of money in the economy, legislative tax policies, governmental budgetary matters, and the actions of the Federal Reserve.

The following table shows the average balance of assets, liabilities and stockholders' equity, the amount of interest income, and interest expense, the average yield or rate for each category of interest-earning assets and interest-bearing liabilities, and the net interest spread and the net interest margin on a taxable-equivalent basis for the periods indicated. All average balances are daily average balances.

	September 30, 2025		Three Months Ended		September 30, 2024		
	Average Balance	Interest Income / Expense	Average Yield / Rate	Average Balance	Interest Income / Expense	Average Yield / Rate	
<i>(dollars in thousands)</i>							
Assets							
Interest-earning assets:							
Loans receivable ⁽¹⁾	\$ 6,304,435	\$ 95,691	6.03%	\$ 6,112,324	\$ 92,182	6.00%	
Securities ⁽²⁾	985,888	6,592	2.70%	986,041	5,523	2.27%	
FHLB stock	16,385	357	8.65%	16,385	356	8.65%	
Interest-bearing deposits in other banks	239,993	2,586	4.27%	183,027	2,356	5.12%	
Total interest-earning assets	7,546,701	105,226	5.54%	7,297,777	100,417	5.48%	
Noninterest-earning assets:							
Cash and due from banks	53,144			54,843			
Allowance for credit losses	(67,851)			(67,906)			
Other assets	252,039			251,421			
Total assets	\$ 7,784,033			\$ 7,536,135			
Liabilities and Stockholders' Equity							
Interest-bearing liabilities:							
Deposits:							
Demand: interest-bearing	\$ 86,839	\$ 38	0.17%	\$ 83,647	\$ 31	0.15%	
		17,238			17,863		
Money market and savings	2,122,967		3.22%	1,885,799		3.77%	
Time deposits	2,494,285	24,968	3.97%	2,427,737	29,259	4.79%	
Total interest-bearing deposits	4,704,091	42,244	3.56%	4,397,183	47,153	4.27%	
Borrowings	27,772	324	4.63%	143,479	1,561	4.33%	
Subordinated debentures	130,766	1,579	4.83%	130,403	1,652	5.07%	
Total interest-bearing liabilities	4,862,629	44,147	3.60%	4,671,065	50,366	4.29%	
Noninterest-bearing liabilities and equity:							
Demand deposits: noninterest-bearing	1,960,331			1,908,833			
Other liabilities	142,592			171,987			
Stockholders' equity	818,481			784,250			
Total liabilities and stockholders' equity	\$ 7,784,033			\$ 7,536,135			
Net interest income		\$ 61,079			\$ 50,051		
Cost of deposits ⁽³⁾			2.51%			2.97%	
Net interest spread (taxable equivalent basis) ⁽⁴⁾			1.94%			1.19%	
Net interest margin (taxable equivalent basis) ⁽⁵⁾			3.22%			2.74%	

(1)Loans receivable include loans held for sale and exclude the allowance for credit losses. Nonaccrual loans receivable are included in the average loans receivable balance.

(2)Securities average yield is calculated on a fully taxable equivalent basis using the current statutory federal tax rate of 21%.

(3)Represents interest expense on deposits as a percentage of all interest-bearing and noninterest-bearing deposits.

(4)Represents the average yield earned on interest-earning assets less the average rate paid on interest-bearing liabilities.

(5)Represents net interest income as a percentage of average interest-earning assets.

The table below shows changes in interest income and interest expense and the amounts attributable to variations in interest rates and volumes for the periods indicated. The variances attributable to simultaneous volume and rate changes have been allocated to the change due to volume and the change due to rate categories in proportion to the relationship of the absolute dollar amount attributable solely to the change in volume and to the change in rate.

	Three Months Ended September 30, 2025 vs September 30, 2024 Increases (Decreases) Due to Change In			
	Volume	Rate		Total
		(in thousands)		
Interest and dividend income:				
Loans receivable ⁽¹⁾	\$	3,641	\$ (132)	\$ 3,509
Securities ⁽²⁾		(1)	1,070	1,069
FHLB stock		—	1	1
Interest-bearing deposits in other banks		733	(503)	230
Total interest and dividend income		4,373	436	4,809
Interest expense:				
Demand: interest-bearing	\$	1	\$ 6	\$ 7
Money market and savings		2,424	(3,049)	(625)
Time deposits		802	(5,093)	(4,291)
Borrowings		(1,259)	22	(1,237)
Subordinated debentures		5	(78)	(73)
Total interest expense		1,973	(8,192)	(6,219)
Change in net interest income	\$	2,400	\$ 8,628	\$ 11,028

(1) Loans receivable include loans held for sale and exclude the allowance for credit losses. Nonaccrual loans receivable are included in the average loans receivable balance.

(2) Securities average yield is calculated on a fully taxable equivalent basis using the current statutory federal tax rate of 21%.

For the three months ended September 30, 2025 and 2024, net interest income was \$61.1 million and \$50.1 million, respectively. The increase of \$11.0 million was primarily due to a \$8.2 million rate driven decrease in interest expense and a \$4.4 million volume driven increase in interest and dividend income. The increase in interest and dividend income for the three months ended September 30, 2025 from same period in 2024 was primarily due to increases in the average balance of loans and in the yield on securities. Additionally, \$0.6 million of the increase in interest income was due to a recovery from a previously charged-off loan. The decrease in interest expense for the three months ended September 30, 2025 from the same period in 2024 was primarily due to decreases in deposit rates and a decrease in the average balance of borrowings, offset by an increase in the average balance of money market and savings deposits.

The net interest spread and net interest margin, on a taxable equivalent basis, for the quarter ended September 30, 2025, were 1.94% and 3.22%, respectively, compared with 1.19% and 2.74%, respectively, for the same period in 2024. Net interest margin for the quarter ended September 30, 2025 benefited by three basis points from the \$0.6 million interest recovery.

The average balance of interest earning assets increased \$248.9 million, or 3.4%, to \$7.55 billion for the three months ended September 30, 2025, from \$7.30 billion for the three months ended September 30, 2024. The average balance of loans increased \$192.1 million, or 3.1%, to \$6.30 billion for the three months ended September 30, 2025, from \$6.11 billion for the three months ended September 30, 2024. The average balance of securities was \$985.9 million and \$986.0 million for the three months ended September 30, 2025 and 2024, respectively. The average balance of interest-bearing deposits at other banks increased \$57.0 million, or 31.1%, to \$240.0 million for the three months ended September 30, 2025, from \$183.0 million for the three months ended September 30, 2024.

The average yield on interest-earning assets, on a taxable equivalent basis, increased six basis points to 5.54% for the three months ended September 30, 2025, from 5.48% for the three months ended September 30, 2024. The average yield on loans increased to 6.03% for the three months ended September 30, 2025, from 6.00% for the three months ended September 30, 2024. The average loan yield during the three months ended September 30, 2025 benefited by four basis points from the \$0.6 million recovery. The average yield on securities, on a taxable equivalent basis, increased to 2.70% for the three months ended September 30, 2025, from 2.27% for the three months ended September 30, 2024. The increase in the average yield on securities was primarily due to the Company using the proceeds from lower-coupon maturing securities to reinvest into higher-coupon securities.

The average balance of interest-bearing liabilities increased \$191.6 million, or 4.1%, to \$4.86 billion for the three months ended September 30, 2025 compared with \$4.67 billion for the three months ended September 30, 2024. The average balances of money market and savings accounts increased \$237.2 million and the average balance of time deposits increased \$66.5 million offset partially by decreases in borrowings of \$115.7 million. The increase in average balances of money market and savings accounts was due to an increase in new commercial accounts. The decrease in the average balance of borrowings during the three months ended September 30, 2025 was due to the increase in the average balance on interest-bearing deposits.

The average cost of interest-bearing liabilities was 3.60% and 4.29% for the three months ended September 30, 2025 and 2024, respectively. The average cost of interest-bearing deposits decreased 71 basis points to 3.56% for the three months ended September 30, 2025, compared with 4.27% for the three months ended September 30, 2024. The average cost of time deposits decreased 82 basis points to 3.97% for the three months ended September 30, 2025 compared with 4.79% for the three months ended September 30, 2024. The average cost of money market and savings accounts decreased 55 basis points to 3.22% for the three months ended September 30, 2025 compared with 3.77% for the three months ended September 30, 2024. The decrease in the cost of deposits was primarily due to a decrease in market interest rates. The average cost of borrowings increased to 4.63% for the three months ended September 30, 2025 compared with 4.33% for the three months ended September 30, 2024, as lower-rate borrowings matured or were paid off.

The following table shows the average balance of assets, liabilities and stockholders' equity; the amount of interest income, and interest expense; the average yield or rate for each category of interest-earning assets and interest-bearing liabilities; and the net interest spread and the net interest margin on a taxable-equivalent basis for the periods indicated. All average balances are daily average balances.

	September 30, 2025		Nine Months Ended		September 30, 2024	
	Average Balance	Interest Income / Expense	Average Yield / Rate	Average Balance	Interest Income / Expense	Average Yield / Rate
<i>(dollars in thousands)</i>						
Assets						
Interest-earning assets:						
Loans receivable ⁽¹⁾	\$ 6,250,990	\$ 279,168	5.97%	\$ 6,113,214	\$ 274,608	6.00%
Securities ⁽²⁾	993,730	19,022	2.58%	978,439	15,717	2.17%
FHLB stock	16,385	1,071	8.74%	16,385	1,075	8.77%
Interest-bearing deposits in other banks	205,663	6,554	4.26%	188,290	7,270	5.16%
Total interest-earning assets	7,466,768	305,815	5.48%	7,296,328	298,670	5.47%
Noninterest-earning assets:						
Cash and due from banks	53,596			56,217		
Allowance for credit losses	(69,233)			(68,305)		
Other assets	250,485			249,517		
Total assets	\$ 7,701,616			\$ 7,533,757		
Liabilities and Stockholders' Equity						
Interest-bearing liabilities:						
Deposits:						
Demand: interest-bearing	\$ 82,533	\$ 95	0.15%	\$ 85,158	\$ 92	0.14%
Money market and savings	2,090,118	51,016	3.26%	1,849,053	51,740	3.74%
Time deposits	2,425,309	73,616	4.06%	2,462,779	87,454	4.74%
Total interest-bearing deposits	4,597,960	124,727	3.63%	4,396,990	139,286	4.23%
Borrowings	88,561	3,032	4.58%	158,419	5,112	4.31%
Subordinated debentures	130,788	4,746	4.84%	130,244	4,948	5.06%
Total interest-bearing liabilities	4,817,309	132,505	3.68%	4,685,653	149,346	4.26%
Noninterest-bearing liabilities and equity:						
Demand deposits: noninterest-bearing	1,930,659			1,904,611		
Other liabilities	142,425			166,372		
Stockholders' equity	811,223			777,121		
Total liabilities and stockholders' equity	\$ 7,701,616			\$ 7,533,757		
Net interest income		\$ 173,310			\$ 149,324	
Cost of deposits ⁽³⁾			2.55%			2.95%
Net interest spread (taxable equivalent basis) ⁽⁴⁾			1.80%			1.21%
Net interest margin (taxable equivalent basis) ⁽⁵⁾			3.11%			2.74%

(1) Loans receivable include loans held for sale and exclude the allowance for credit losses. Nonaccrual loans receivable are included in the average loans receivable balance.

(2) Securities average yield is calculated on a fully taxable equivalent basis using the current statutory federal tax rate of 21%.

(3) Represents interest expense on deposits as a percentage of all interest-bearing and noninterest-bearing deposits.

(4) Represents the average yield earned on interest-earning assets less the average rate paid on interest-bearing liabilities.

(5) Represents net interest income as a percentage of average interest-earning assets.

The table below shows changes in interest income and interest expense and the amounts attributable to variations in interest rates and volumes for the periods indicated. The variances attributable to simultaneous volume and rate changes have been allocated to the change due to volume and the change due to rate categories in proportion to the relationship of the absolute dollar amount attributable solely to the change in volume and to the change in rate.

	Nine Months Ended September 30, 2025 vs September 30, 2024 Increases (Decreases) Due to Change In Rate <i>(in thousands)</i>				Total
	Volume				
Interest and dividend income:					
Loans receivable ⁽¹⁾	\$	7,060	\$	(2,500)	\$ 4,560
Securities ⁽²⁾		189		3,116	3,305
FHLB stock		(3)		(1)	(4)
Interest-bearing deposits in other banks		642		(1,358)	(716)
Total interest and dividend income		7,888		(743)	7,145
Interest expense:					
Demand: interest-bearing	\$	(3)	\$	6	\$ 3
Money market and savings		6,557		(7,281)	(724)
Time deposits		(1,650)		(12,188)	(13,838)
Borrowings		(2,271)		191	(2,080)
Subordinated debentures		2		(204)	(202)
Total interest expense		2,635		(19,476)	(16,841)
Change in net interest income	\$	5,253	\$	18,733	\$ 23,986

(1) Loans receivable include loans held for sale and exclude the allowance for credit losses. Nonaccrual loans receivable are included in the average loans receivable balance.

(2) Securities average yield is calculated on a fully taxable equivalent basis using the current statutory federal tax rate of 21%.

For the nine months ended September 30, 2025 and 2024, net interest income was \$173.3 million and \$149.3 million, respectively. The increase of \$24.0 million was primarily due to a \$19.5 million rate driven decrease in interest expense primarily due to decreases in deposit rates and a \$7.9 million increase in interest income primarily due to an increase in the average balance of loans. The net interest spread and net interest margin, on a taxable equivalent basis, for the nine months ended September 30, 2025, were 1.80% and 3.11%, respectively, compared with 1.21% and 2.74%, respectively, for the same period in 2024. Interest and dividend income increased \$7.1 million, or 2.4%, to \$305.8 million for the nine months ended September 30, 2025 from \$298.7 million for the same period in 2024. Interest expense decreased \$16.8 million, or 11.3%, to \$132.5 million for the nine months ended September 30, 2025 from \$149.3 million for the same period in 2024 primarily due to decreases in deposit rates.

The net interest spread and net interest margin, on a taxable equivalent basis, for the nine months ended September 30, 2025, were 1.80% and 3.11%, respectively, compared with 1.21% and 2.74%, respectively, for the same period in 2024.

The average balance of interest earning assets increased \$170.4 million, or 2.3%, to \$7.47 billion for the nine months ended September 30, 2025, from \$7.30 billion for the nine months ended September 30, 2024. The average balance of loans increased \$137.8 million, or 2.3%, to \$6.25 billion for the nine months ended September 30, 2025, from \$6.11 billion for the nine months ended September 30, 2024. The average balance of securities was \$993.7 million and \$978.4 million for the nine months ended September 30, 2025 and 2024, respectively. The average balance of interest-bearing deposits at other banks increased \$17.4 million, or 9.2%, to \$205.7 million for the nine months ended September 30, 2025, from \$188.3 million for the nine months ended September 30, 2024.

The average yield on interest-earning assets, on a taxable equivalent basis, increased one basis point to 5.48% for the nine months ended September 30, 2025, from 5.47% for the nine months ended September 30, 2024. The average yield on loans decreased to 5.97% for the nine months ended September 30, 2025, from 6.00% for the nine months ended September 30, 2024. The average yield on securities, on a taxable equivalent basis, increased to 2.58% for the nine months ended September 30, 2025, from 2.17% for the nine months ended September 30, 2024. The increase in the average yield on securities was primarily due to the Company using the proceeds from lower-coupon maturing securities to reinvest into higher-coupon securities.

The average balance of interest-bearing liabilities increased \$131.7 million, or 2.8%, to \$4.82 billion for the nine months ended September 30, 2025 compared with \$4.69 billion for the nine months ended September 30, 2024 due to a \$201.0 million increase in the average balance of interest-bearing deposits, partially offset by a \$69.9 million decrease in the average balance of borrowings. The average balances of money market and savings accounts increased by \$241.1 million while the average balance of

time deposits decreased \$37.5 million. The increase in average balances of money market and savings accounts was due to an increase in new commercial accounts. The decrease in the average balance of time deposits was due to the shift to money market and savings accounts as market rates decreased. The decrease in the average balance of borrowings was due to an increase in the average balance of interest-bearing deposits.

The average cost of interest-bearing liabilities was 3.68% and 4.26% for the nine months ended September 30, 2025 and 2024, respectively. The average cost of interest-bearing deposits decreased 60 basis points to 3.63% for the nine months ended September 30, 2025, compared with 4.23% for the nine months ended September 30, 2024. The average cost of time deposits decreased 68 basis points to 4.06% for the nine months ended September 30, 2025 compared with 4.74% for the nine months ended September 30, 2024. The average cost of money market and savings accounts decreased 48 basis points to 3.26% for the nine months ended September 30, 2025 compared with 3.74% for the nine months ended September 30, 2024. The decrease in the cost of deposits was primarily due to a decrease in market interest rates. The average cost of borrowings increased to 4.58% for the nine months ended September 30, 2025 compared with 4.31% for the nine months ended September 30, 2024, as lower-rate borrowings matured or were paid off.

Credit Loss Expense

For the third quarter of 2025, the Company recorded \$2.1 million of credit loss expense, comprised of a \$2.5 million provision for loan losses partially offset by a \$0.4 million recovery recorded for off-balance sheet items. For the same period in 2024, the Company recorded \$2.3 million of credit loss expense, comprised of a \$2.3 million provision for loan losses, partially offset by a \$26,000 recovery for off-balance sheet items.

For the nine months ended September 30, 2025, the Company recorded \$12.5 million of credit loss expense, comprised of a \$12.5 million provision for loan losses. For the same period in 2024, the Company recorded \$3.5 million of credit loss expense, comprised of a \$4.0 million provision for loan losses, partially offset by a \$0.5 million recovery for off-balance sheet items. The \$9.0 million increase in provision for loan losses was primarily the result of a \$8.5 million increase in net charge-offs.

See also “Allowance for Credit Losses and Allowance for Credit Losses Related to Off-Balance Sheet Items” for further details.

Noninterest Income

The following table sets forth the various components of noninterest income for the periods indicated:

	Three Months Ended September 30,			Increase (Decrease) Amount	Increase (Decrease) Percent
	2025	2024	(in thousands)		
Service charges on deposit accounts	\$ 2,160	\$ 2,311		\$ (151)	(6.53)%
Trade finance and other service charges and fees	1,551	1,254		297	23.68
Servicing income	924	817		107	13.10
Bank-owned life insurance income	1,259	320		939	293.44
All other operating income	973	1,008		(35)	(3.47)
Service charges, fees & other	6,867	5,710		1,157	20.26
Gain on sale of SBA loans	1,857	1,544		313	20.27
Gain on sale of residential mortgage loans	1,156	324		832	256.79
Gain on sale of bank premises	—	860		(860)	(100.00)
Total noninterest income	\$ 9,880	\$ 8,438		\$ 1,442	17.09%

For the three months ended September 30, 2025 and 2024, noninterest income was \$9.9 million, an increase of \$1.4 million compared to the third quarter of 2024. The increase was primarily due to a \$0.9 million increase in bank-owned life insurance income as a result of death benefit claims in the third quarter of 2025, a \$0.8 million increase in gain on sale of residential mortgage loans, a \$0.3 million increase in trade finance and other service charges and fees and a \$0.3 million increase in gain on sale of SBA loans. These increases were partially offset by a \$0.9 million gain on sale of bank premises in the third quarter of 2024 that did not recur in 2025.

During the third quarter of 2025, the Company sold \$67.8 million of residential mortgage loans, recognizing a net gain of \$1.2 million and sold \$32.6 million of SBA loans, recognizing a net gain of \$1.9 million. During the third quarter of 2024, the Company sold \$20.9 million of residential loans, recognizing a net gain of \$0.3 million, and sold \$23.0 million of SBA loans, recognizing a net gain of \$1.5 million. Trade premiums on SBA loan sales were 6.95% and 8.54% for the three months ended

September 30, 2025 and 2024, respectively. Premiums on residential mortgage loan sales were 2.50% and 2.32% for the three months ended September 30, 2025 and 2024, respectively.

The following table sets forth the various components of noninterest income for the periods indicated:

	Nine Months Ended September 30,			Increase (Decrease) Amount	Increase (Decrease) Percent
	2025	2024	(in thousands)		
Service charges on deposit accounts	\$ 6,546	\$ 7,189		\$ (643)	(8.94)%
Trade finance and other service charges and fees	4,409	3,945		464	11.76
Servicing income	2,410	2,325		85	3.66
Bank-owned life insurance income	2,276	1,262		1,014	80.35
All other operating income	2,686	2,846		(160)	(5.62)
Service charges, fees & other	18,327	17,567		760	4.33
	6,018				
Gain on sale of SBA loans		4,669		1,349	28.89
Gain on sale of residential mortgage loans	1,331	1,132		199	17.58
Gain on sale of bank premises	—	860		(860)	(100.00)
Total noninterest income	\$ 25,676	\$ 24,228		\$ 1,448	5.98%

For the nine months ended September 30, 2025 and 2024, noninterest income was \$25.7 million and \$24.2 million, respectively. The \$1.3 million increase in gain on sale of SBA loans and \$1.0 million increase in bank-owned life insurance income was offset by a \$0.9 million decrease in gain on sale of bank premises and a \$0.6 million decrease in service charges on deposit accounts. The increase in bank-owned life insurance income is due to a \$1.0 million increases in death benefits. The decrease in gain on sale of bank premises was due to a \$0.9 million gain on a branch sale in 2024 that did not recur in 2025. The decrease in service charges on deposit accounts was due to reductions in the number of transactions eligible for service charges.

During the nine months ended September 30, 2025, the Company sold \$77.9 million of residential mortgage loans, recognizing a gain of \$1.3 million, and sold \$100.2 million of SBA loans, recognizing a net gain of \$6.0 million. During the nine months ended September 30, 2024, the Company sold \$70.0 million of residential loans, recognizing a net gain of \$1.1 million, and sold \$72.1 million of SBA loans, recognizing a net gain of \$4.7 million. Trade premiums on SBA loans sales were 7.46% and 8.07% for the nine months ended September 30, 2025 and 2024, respectively. Premiums on residential mortgage loan sales were 2.43% and 2.21% for the nine months ended September 30, 2025 and 2024, respectively.

Noninterest Expense

The following table sets forth the components of noninterest expense for the periods indicated:

	Three Months Ended September 30,			Increase (Decrease) Amount	Increase (Decrease) Percent
	2025	2024	(in thousands)		
Salaries and employee benefits	\$ 22,163	\$ 20,851		\$ 1,312	6.29%
Occupancy and equipment	4,507	4,499		8	0.18
Data processing	3,860	3,839		21	0.55
Professional fees	1,978	1,492		486	32.57
Supplies and communications	423	538		(115)	(21.38)
Advertising and promotion	712	631		81	12.84
All other operating expenses	3,665	2,875		790	27.48
Subtotal	37,308	34,725		2,583	7.44
Other real estate owned (income) expense	17	77		(60)	N/M
Repossession personal property expense	32	278		(246)	(88.49)
Total noninterest expense	\$ 37,357	\$ 35,080		\$ 2,277	6.49%

For the three months ended September 30, 2025, noninterest expense was \$37.4 million, an increase of \$2.3 million, or 6.5%, compared with \$35.1 million for the same period in 2024. The increase was mainly attributed to a \$1.3 million increase in salaries and employee benefits, a \$0.8 million increase in all other operating expenses, and a \$0.5 million increase in professional fees, partially offset by a \$0.2 million decrease in repossessed personal property expense and a \$0.1 million decrease in supplies and communications. The increase in salaries and employee benefits was mainly attributed to increased wages, incentives and insurance benefit premiums. The increase in all other operating expenses was mainly due to a \$0.8 million increase in loan and deposit-related expenses. The increase in professional fees was mainly attributed to a \$0.5 million increase in legal fees and related expenses. The decrease in repossessed personal property expense was due to a decrease in losses on sale of repossessed equipment lease assets. The decrease in supplies and communication was due to one-time costs associated with branch closures in 2024 that did not recur in 2025.

The following table sets forth the components of noninterest expense for the periods indicated:

	Nine Months Ended September 30,			Increase (Decrease) Amount	Increase (Decrease) Percent
	2025	2024	(in thousands)		
Salaries and employee benefits	\$ 65,204	\$ 62,870		\$ 2,334	3.71%
Occupancy and equipment	13,301	13,342		(41)	(0.31)
Data processing	11,374	11,076		298	2.69
Professional fees	5,171	5,134		37	0.72
Supplies and communications	1,455	1,710		(255)	(14.91)
Advertising and promotion	2,094	2,207		(113)	(5.12)
All other operating expenses	10,409	9,326		1,083	11.61
Subtotal	109,008	105,665		3,343	3.16
Branch consolidation expense	—	301		(301)	N/M
Other real estate owned (income) expense	(403)	105		(508)	N/M
Repossessed personal property expense	84	729		(645)	(88.48)
Total noninterest expense	\$ 108,689	\$ 106,800		\$ 1,889	1.77%

For the nine months ended September 30, 2025, noninterest expense was \$108.7 million, an increase of \$1.9 million, or 1.8%, compared with \$106.8 million for the same period in 2024. The increase was mainly attributed to a \$2.3 million increase in salaries and employee benefits and a \$0.3 million increase in data processing, partially offset by a \$0.6 million decrease in repossessed personal property expense, and a \$0.3 million decrease in supplies and communications. The increase in salaries and employee benefits was primarily due to an increase in annual merit raises and promotions. The increase in data processing was mainly due to an increase in software licenses and related costs. The decrease in repossessed personal property expense was due to a decrease in loss on sale of repossessed equipment lease assets. The decrease in other-real-estate-owned (income) expense was due to a \$0.6 million gain on a sale of an other-real-estate-owned property in the second quarter of 2025. The decreases in branch consolidation expense and supplies and communications were due to costs associated with branch closures in 2024 that did not recur in 2025.

Income Tax Expense

Income tax expense was \$9.4 million and \$6.2 million, representing an effective income tax rate of 29.9% and 29.5% for the three months ended September 30, 2025 and 2024, respectively. Income tax expense was \$23.0 million and \$18.8 million, representing an effective income tax rate of 29.5% and 29.7% for the nine months ended September 30, 2025 and 2024, respectively.

Financial Condition

Securities

As of September 30, 2025, our securities portfolio, which is all available for sale, consisted of U.S. government agency and sponsored agency mortgage-backed securities, collateralized mortgage obligations and debt securities, tax-exempt municipal bonds and U.S. Treasury securities. Most of these securities carry fixed interest rates. Other than holdings of U.S. government agency and sponsored agency obligations, there were no securities of any one issuer exceeding 10% of stockholders' equity as of September 30, 2025 or December 31, 2024.

Securities decreased \$1.1 million to \$904.7 million at September 30, 2025 from \$905.8 million at December 31, 2024, mainly attributed to \$169.5 million in payments and maturities, partially offset by \$139.3 million in securities purchases and a decrease in unrealized losses on securities, net of tax, of \$22.3 million during the nine months ended September 30, 2025.

The following table summarizes the contractual maturity schedule for securities, at amortized cost, and their cost weighted average yield, which is calculated using amortized cost as the weight, as of September 30, 2025:

	Within One Year		After One Year But Within Five Years		After Five Years But Within Ten Years		After Ten Years		Total	
	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield	Amount	Yield
	<i>(dollars in thousands)</i>									
Securities available for sale:										
U.S. Treasury securities	\$ 102,887	4.13%	\$ 29,084	3.67%	\$ —	0.00%	\$ —	0.00%	\$ 131,971	4.03%
U.S. government agency and sponsored agency obligations:										
Mortgage-backed securities - residential	—	—	2,194	3.34	128,570	1.57	288,249	2.08	419,013	1.93
Mortgage-backed securities - commercial	1,471	0.76	3,193	3.46	—	—	68,202	2.48	72,866	2.49
Collateralized mortgage obligations	—	—	68	1.32	1,302	1.05	197,878	4.36	199,248	4.34
Debt securities	42,497	1.50	31,469	1.94	—	—	—	—	73,966	1.69
Total U.S. government agency and sponsored agency obligations	43,968	1.48	36,924	2.15	129,872	1.56	554,329	2.94	765,093	2.59
Municipal bonds-tax exempt	—	—	—	—	68,535	1.33	6,766	1.40	75,301	1.34
Total securities available for sale	\$ 146,855	3.33%	\$ 66,008	2.82%	\$ 198,407	1.49%	\$ 561,095	2.92%	\$ 972,365	2.68%

Loans Receivable

As of September 30, 2025 and December 31, 2024, loans receivable (excluding loans held for sale), net of deferred loan fees and costs, discounts and allowance for credit losses, were \$6.46 billion and \$6.18 billion, respectively. The increase of \$277.2 million was primarily due to \$1.2 billion in new loan production, offset partially by \$565.2 million in loan sales and payoffs, and amortization and other reductions of \$403.8 million. Loan production consisted of commercial real estate loans of \$435.4 million, residential mortgages of \$242.0 million, commercial and industrial loans of \$307.2 million, equipment financing agreements of \$114.6 million and SBA loans of \$147.0 million.

The table below shows the maturity distribution of outstanding loans, before the allowance for credit losses as of September 30, 2025. In addition, the table shows the distribution of such loans between those with variable interest rates (including floating, adjustable and hybrids) and those with fixed or predetermined interest rates.

	Within One Year	After One Year but Within Three Years	After Three Years but Within Five Years	After Five Years but Within Fifteen Years	After Fifteen Years	Total
	<i>(in thousands)</i>					
Real estate loans:						
Commercial property						
Retail	\$ 208,230	\$ 309,137	\$ 379,195	\$ 130,105	\$ 79,771	\$ 1,106,438
Hospitality	101,258	363,384	305,621	37,066	15,704	823,033
Office	236,575	237,840	38,994	9,872	9,750	533,031
Other	404,455	463,826	480,404	94,506	39,635	1,482,826
Total commercial property loans	950,518	1,374,187	1,204,214	271,549	144,860	3,945,328
Construction	65,966	3,997	—	—	—	69,963
Residential	6,670	—	268	5,966	1,030,673	1,043,577
Total real estate loans	1,023,154	1,378,184	1,204,482	277,515	1,175,533	5,058,868
Commercial and industrial loans	419,830	198,565	221,073	213,054	—	1,052,522
Equipment financing agreements	33,321	211,303	158,873	13,372	—	416,869
Loans receivable	\$ 1,476,305	\$ 1,788,052	\$ 1,584,428	\$ 503,941	\$ 1,175,533	\$ 6,528,259
Loans with predetermined interest rates	848,350	1,092,873	577,714	25,119	267,671	2,811,727
Loans with variable interest rates	627,955	695,179	1,006,714	478,822	907,862	3,716,532

The table below shows the maturity distribution of outstanding loans, before the allowance for credit losses, with fixed or predetermined interest rates, as of September 30, 2025.

	Within One Year	After One Year but Within Three Years	After Three Years but Within Five Years	After Five Years but Within Fifteen Years	After Fifteen Years	Total
	<i>(in thousands)</i>					
Real estate loans:						
Commercial property						
Retail	\$ 181,687	\$ 212,149	\$ 176,651	\$ 101	\$ 472	\$ 571,060
Hospitality	88,863	218,899	42,324	—	399	350,485
Office	117,904	199,184	15,893	—	—	332,981
Other	287,508	248,388	169,878	5,519	3,206	714,499
Total commercial property loans	675,962	878,620	404,746	5,620	4,077	1,969,025
Construction	—	—	—	—	—	—
Residential	1,445	—	10	2,789	263,594	267,838
Total real estate loans	677,407	878,620	404,756	8,409	267,671	2,236,863
Commercial and industrial loans	137,622	2,950	14,085	3,338	—	157,995
Equipment financing agreements	33,321	211,303	158,873	13,372	—	416,869
Loans receivable	\$ 848,350	\$ 1,092,873	\$ 577,714	\$ 25,119	\$ 267,671	\$ 2,811,727

The table below shows the maturity distribution of outstanding loans, before the allowance for credit losses, with variable interest rates (including floating, adjustable and hybrids), as of September 30, 2025.

	Within One Year	After One Year but Within Three Years	After Three Years but Within Five Years	After Five Years but Within Fifteen Years	After Fifteen Years	Total
	<i>(in thousands)</i>					
Real estate loans:						
Commercial property						
Retail	\$ 26,543	\$ 96,988	\$ 202,544	\$ 130,004	\$ 79,299	\$ 535,378
Hospitality	12,395	144,485	263,297	37,067	15,305	472,549
Office	118,670	38,656	23,101	9,872	9,751	200,050
Other	116,947	215,438	310,526	88,987	36,428	768,326
Total commercial property loans	274,555	495,567	799,468	265,930	140,783	1,976,303
Construction	65,966	3,997	—	—	—	69,963
Residential	5,226	—	258	3,176	767,079	775,739
Total real estate loans	345,747	499,564	799,726	269,106	907,862	2,822,005
Commercial and industrial loans	282,208	195,615	206,988	209,716	—	894,527
Loans receivable	\$ 627,955	\$ 695,179	\$ 1,006,714	\$ 478,822	\$ 907,862	\$ 3,716,532

Industry

As of September 30, 2025, the loan portfolio included the following concentrations of loan types to borrowers in industries that represented greater than 10.0% of loans receivable outstanding:

	Balance as of September 30, 2025	Percentage of Loans Receivable Outstanding
	<i>(in thousands)</i>	
Lessor of nonresidential buildings	\$ 1,598,682	24.5 %
Hospitality	822,248	12.6 %

Loan Quality Indicators

Loans 30 to 89 days past due and still accruing were \$11.6 million at September 30, 2025, compared with \$18.5 million at December 31, 2024.

Criticized loans include special mention and classified loans. Activity in criticized loans was as follows for the periods indicated:

	Special Mention	(in thousands)	Classified
Three months ended September 30, 2025			
Balance at beginning of period	\$	12,700	\$ 33,857
Additions		4,277	7,078
Reductions		(202)	(12,346)
Ending balance	\$	16,775	\$ 28,589
Three months ended September 30, 2024			
Balance at beginning of period	\$	36,922	\$ 33,946
Additions		129,744	34,605
Reductions		(35,090)	(40,174)
Ending balance	\$	131,576	\$ 28,377
Nine months ended September 30, 2025			
Balance at beginning of period	\$	139,613	\$ 25,683
Additions		4,724	38,016
Reductions		(127,562)	(35,110)
Ending balance	\$	16,775	\$ 28,589
Nine months ended September 30, 2024			
Balance at beginning of period	\$	65,315	\$ 31,367
Additions		130,002	46,984
Reductions		(63,741)	(49,974)
Ending balance	\$	131,576	\$ 28,377

Special mention loans increased \$4.1 million during the third quarter of 2025. The increase in special mention loans included downgrades of \$4.3 million, partially offset by amortization and paydowns of \$0.2 million.

Special mention loans were \$16.8 million and \$139.6 million at September 30, 2025 and December 31, 2024, respectively. The \$122.8 million decrease in the first nine months of 2025 reflected loan upgrades of \$105.8 million on a commercial and industrial loan during the first quarter and two commercial real estate loans during the second quarter, paydowns of \$20.0 million and amortization of \$1.7 million, offset by downgrades of \$4.7 million.

Classified loans decreased \$5.3 million during the third quarter of 2025. The decrease included a \$2.0 million transfer to other-real-estate owned, \$2.4 million of equipment financing charge-offs, \$1.2 million of amortization and paydowns, \$3.8 million of loan upgrades and \$2.8 million of payoffs, offset by \$7.1 million in additions. Additions included newly classified equipment financing agreements of \$3.1 million and loan downgrades of \$4.0 million.

Classified loans were \$28.6 million and \$25.7 million at September 30, 2025 and December 31, 2024, respectively. The \$2.9 million increase in classified loans for the nine months ended September 30, 2025 resulted from \$29.2 million of loan downgrades and \$8.9 million of additions to classified loans. The loan downgrades were primarily the result of a \$20.0 million commercial real estate office loan designated as nonaccrual during the first quarter of 2025. Additions were offset by \$17.2 million of charge-offs, including an \$8.6 million charge-off during the second quarter of 2025 of an office loan and \$8.0 million of equipment financing charge-offs, \$8.1 million of upgrades, \$3.8 million of amortization and paydowns and \$4.1 million of payoffs and a \$2.0 million transfer to other-real-estate-owned.

Nonperforming Assets

Nonperforming loans consist of nonaccrual loans and loans 90 days or more past due and still accruing interest. Nonperforming assets consist of nonperforming loans and OREO. Loans are placed on nonaccrual status when, in the opinion of

management, the full timely collection of principal or interest is in doubt. Generally, the accrual of interest is discontinued when principal or interest payments become more than 90 days past due, unless we believe the loan is adequately collateralized and in the process of collection. However, in certain instances, we may place a particular loan on nonaccrual status earlier, depending upon the individual circumstances surrounding the loan's delinquency. When a loan is placed on nonaccrual status, previously accrued but unpaid interest is reversed against current income. Subsequent collections of cash are applied as principal reductions when received, except when the ultimate collectability of principal is probable, in which case interest payments are credited to income. Nonaccrual loans may be restored to accrual status when principal and interest become current and full repayment is expected, which generally occurs after sustained payment of six months. Interest income is recognized on the accrual basis for loans not meeting the criteria for nonaccrual. OREO consists of properties acquired by foreclosure or similar means.

Except for nonaccrual loans, management is not aware of any other loans as of September 30, 2025 for which known credit problems of the borrower would cause serious doubts as to the ability of such borrowers to comply with their present loan repayment terms, or any known events that would result in a loan being designated as nonperforming at some future date.

Nonaccrual loans were \$19.4 million and \$14.3 million as of September 30, 2025 and December 31, 2024, respectively, representing an increase of \$5.1 million, or 35.7%. As of September 30, 2025 and December 31, 2024, 1.62% and 1.81% of equipment financing agreements were on nonaccrual status, respectively. At September 30, 2025, there were no loans 90 days or more past due and still accruing interest. At December 31, 2024, all loans 90 days or more past due were classified as nonaccrual.

The \$19.4 million of nonperforming loans as of September 30, 2025 had individually evaluated allowances of \$4.4 million, compared with \$14.3 million of nonperforming loans with individually evaluated allowances of \$6.2 million as of December 31, 2024.

Nonperforming assets were \$21.4 million at September 30, 2025, or 0.27% of total assets, compared with \$14.4 million, or 0.19%, at December 31, 2024. Additionally, not included in nonperforming assets were repossessed personal property assets associated with equipment finance agreements of \$0.4 million and \$0.6 million at September 30, 2025 and December 31, 2024, respectively.

Individually Evaluated Loans

The Company reviews loans on an individual basis when the loan does not share similar risk characteristics with loan pools. Individually evaluated loans are measured for expected credit losses based on the present value of expected cash flows discounted at the effective interest rate, the observable market price, or the fair value of collateral.

Individually evaluated loans were \$19.4 million and \$14.3 million as of September 30, 2025 and December 31, 2024, respectively, representing an increase of \$5.1 million, or 35.7%. Specific allowances associated with individually evaluated loans decreased \$1.8 million to \$4.4 million as of September 30, 2025 compared with \$6.2 million as of December 31, 2024, due to increased charge-offs, offset by new specific allowances on individually evaluated loans.

A borrower is experiencing financial difficulties when there is a probability that the borrower will be in payment default on any of its debt in the foreseeable future without the modification. The Company may modify loans to borrowers experiencing financial difficulties by providing principal forgiveness, a term extension, an other-than-insignificant payment delay, or an interest rate reduction.

No loans were modified to borrowers experiencing financial difficulty during the three and nine months ended September 30, 2025.

During the three and nine months ended September 30, 2025 and 2024, there were no payment defaults on loans modified within the preceding 12 months.

Allowance for Credit Losses and Allowance for Credit Losses Related to Off-Balance Sheet Items

Effective January 1, 2025, the Company changed its methodology for estimating expected credit losses on its loan portfolio. The Company's estimate of the allowance for credit losses at September 30, 2025 and December 31, 2024 reflected losses expected over the remaining contractual life of assets based on historical, current, and forward-looking information. The contractual term does not consider extensions, renewals or modifications.

Our allowance for credit losses methodology incorporates a variety of risk considerations, both quantitative and qualitative, that management believes is appropriate to absorb lifetime credit losses at each reporting date. Quantitative factors include the general

economic forecast in our markets, risk ratings, delinquency trends, collateral values, changes in nonperforming loans, and other factors.

We use qualitative factors to adjust the allowance calculation for risks not considered by the quantitative calculations. Qualitative factors considered in our methodologies include concentrations of credit, changes in lending management and staff, and quality of the loan review system.

The Company reviews baseline and alternative economic scenarios from Moody's (previously known as Moody's Analytics, a subsidiary of Moody's Corporation) for consideration in the quantitative portion of our analysis of the allowance for credit losses. Moody's publishes a baseline forecast that represents the estimate of the most likely path for the United States economy through the current business cycle (50% probability that economic conditions will be worse and 50% probability that economic conditions will be better) as well as alternative scenarios to examine how different types of shocks will affect the future performance of the United States economy.

The Company utilizes a midpoint approach of multiple forward-looking scenarios to incorporate losses from a baseline, upside (stronger near-term growth) and downside (slower near-term growth) economy. As a result, the upside and downside scenarios each receive a weight of 30%, and the baseline receives a weight of 40%.

Certain quantitative and qualitative factors used to estimate credit losses and establish an allowance for credit losses are subject to uncertainty. The adequacy of our allowance for credit losses is sensitive to changes in current and forecasted economic conditions that may affect the ability of borrowers to make contractual payments as well as the value of the collateral securing such payments.

Although management believes it uses the best information available to establish the allowance for credit losses, future adjustments to the allowance for credit losses may be necessary and the Company's results of operations could be adversely affected if circumstances differ substantially from the assumptions used in making the determinations.

In addition, because future events affecting borrowers and collateral cannot be predicted without uncertainty, the existing allowance for credit losses may not be adequate or increases may be necessary should the quality of any loans deteriorate as a result of the factors discussed. Any material increase in the allowance for credit losses would adversely impact the Company's financial condition and results of operations.

The following table reflects our allocation of the allowance for credit losses by loan category as well as the amount of loans in each loan category, including related percentages:

		September 30, 2025					December 31, 2024			
	Allowance Amount	Percentage of Total Allowance	Total Loans		Percentage of Total Loans	Allowance Amount	Percentage of Total Allowance	Total Loans	Percentage of Total Loans	
(dollars in thousands)										
Real estate loans:										
Commercial property										
Retail	\$ 10,207	14.6%	\$ 1,106,438		16.9%	\$ 10,171	14.5%	\$ 1,068,978	17.1%	
Hospitality	8,183	11.7	823,033		12.6	15,302	21.8	848,134	13.6	
Office	6,272	9.0	533,031		8.2	3,935	5.6	568,861	9.1	
Other	14,520	20.8	1,482,826		22.7	8,243	11.8	1,385,051	22.2	
Total commercial property loans	39,182	56.1	3,945,328		60.4	37,651	53.7	3,871,024	62.0	
Construction	1,021	1.5	69,963		1.1	1,664	2.4	78,598	1.3	
Residential	11,270	16.2	1,043,577		16.0	5,784	8.2	951,302	15.2	
Total real estate loans	51,473	73.8	5,058,868		77.5	45,099	64.3	4,900,924	78.5	
Commercial and industrial loans	7,302	10.5	1,052,522		16.1	10,006	14.3	863,431	13.8	
Equipment financing agreements	11,006	15.7	416,869		6.4	15,042	21.4	487,022	7.7	
Total	\$ 69,781	100.0%	\$ 6,528,259		100.0%	\$ 70,147	100.0%	\$ 6,251,377	100.0%	

The following table sets forth certain ratios related to our allowance for credit losses at the dates presented:

	September 30, 2025	As of (dollars in thousands)	December 31, 2024
Ratios:			
Allowance for credit losses to loans receivable		1.07 %	1.12 %
Nonaccrual loans to loans		0.30 %	0.23 %
Allowance for credit losses to nonaccrual loans		360.31 %	491.50 %
Balance:			
Nonaccrual loans at end of period	\$	19,367	\$ 14,272
Nonperforming loans at end of period	\$	19,367	\$ 14,272

The allowance for credit losses was \$69.8 million and \$70.1 million at September 30, 2025 and December 31, 2024, respectively. The allowance attributed to individually evaluated loans was \$4.5 million and \$6.2 million as of September 30, 2025 and December 31, 2024, respectively. The allowance attributed to collectively evaluated loans was \$65.3 million and \$64.0 million as of September 30, 2025 and December 31, 2024, respectively.

As of both September 30, 2025 and December 31, 2024, the allowance for credit losses related to off-balance sheet items, primarily unfunded loan commitments, was \$2.1 million. The Bank closely monitors the borrower's repayment capabilities, while funding existing commitments to ensure losses are minimized. Based on management's evaluation and analysis of portfolio credit quality, prevailing economic conditions and economic forecasts, we believe these allowances were adequate for current expected lifetime losses in the loan portfolio and off-balance sheet exposure as of September 30, 2025.

The following table presents a summary of gross charge-offs and recoveries for the loan portfolio:

	Three Months Ended September 30, 2025		September 30, 2024		Nine Months Ended September 30, 2025		September 30, 2024	
	(in thousands)				(in thousands)			
Gross charge-offs	\$	(2,625)	\$	(3,800)	\$	(18,192)	\$	(8,262)
Gross recoveries		3,107		2,924		5,363		3,999
Net (charge-offs) recoveries	\$	482	\$	(876)	\$	(12,829)	\$	(4,263)

For the three months ended September 30, 2025, gross charge-offs decreased \$1.2 million from the same period in 2024. Gross recoveries for the three months ended September 30, 2025 increased \$0.2 million from the same period in 2024. Gross charge-offs for the three months ended September 30, 2025 primarily consisted of \$2.4 million of equipment financing agreements charge-offs. Gross charge-offs for the three months ended September 30, 2024 primarily consisted of a \$1.1 million charge-off on a construction loan, \$2.5 million of equipment financing charge-offs and commercial and industrial charge-offs of \$0.2 million. Gross recoveries for the three months ended September 30, 2025 primarily consisted of a \$2.0 million recovery on a commercial loan and \$0.8 million of recoveries on equipment financing agreements. Proceeds received on the commercial loan totaled \$2.6 million, representing the \$2.0 million recovery and \$0.6 million recognized as interest income. Gross recoveries for the three months ended September 30, 2024 primarily consisted of a \$1.7 million recovery on a commercial loan, \$0.7 million in recoveries on real estate loans and \$0.5 million in recoveries on equipment financing agreements.

For the nine months ended September 30, 2025, gross charge-offs increased \$9.9 million from the same period in 2024. Gross recoveries for the nine months ended September 30, 2025 increased \$1.4 million from the same period in 2024. Gross charge-offs for the nine months ended September 30, 2025 primarily consisted of an \$8.6 million charge-off on a commercial real estate loan designated as nonaccrual in the first quarter of 2025 and \$8.1 million of equipment financing agreements charge-offs. Gross charge-offs for the nine months ended September 30, 2024 primarily consisted of \$6.6 million of equipment financing agreements charge-offs. Gross recoveries for the nine months ended September 30, 2025 primarily consisted of \$2.2 million of recoveries on equipment financing agreements and \$2.3 million of recoveries on commercial loans. Gross recoveries for the nine months ended September 30, 2024 primarily consisted of \$1.7 million of recoveries on a commercial loan and \$1.8 million of recoveries on equipment financing agreements.

The following table presents a summary of net (charge-offs) recoveries for the loan portfolio:

	Three Months Ended			Nine Months Ended		
	Average Loans	Net (Charge-Offs) Recoveries (dollars in thousands)	Net (Charge-Offs) Recoveries to Average Loans ⁽¹⁾	Average Loans	Net (Charge-Offs) Recoveries (dollars in thousands)	Net (Charge-Offs) Recoveries to Average Loans ⁽¹⁾
September 30, 2025						
Commercial real estate loans	\$ 3,934,476	\$ (8,422)	(0.86)%	\$ 3,950,295	\$ (8,169)	(0.28)%
Residential loans	1,029,213	8,355	3.25	998,521	(65)	(0.01)
Commercial and industrial loans	904,019	2,105	0.93	840,404	1,306	0.21
Equipment financing agreements	436,727	(1,556)	(1.43)	461,770	(5,901)	(1.70)
Total	\$ 6,304,435	\$ 482	0.03 %	\$ 6,250,990	\$ (12,829)	(0.27)%
September 30, 2024						
Commercial real estate loans	\$ 3,885,328	\$ —	—%	\$ 3,871,570	\$ —	—%
Residential loans	949,709	(404)	(0.17)	964,754	(386)	(0.05)
Commercial and industrial loans	753,578	1,489	0.79	729,491	1,465	0.27
Equipment financing agreements	523,721	(1,961)	(1.50)	547,403	(5,342)	(1.30)
Total	\$ 6,112,336	\$ (876)	(0.06)%	\$ 6,113,218	\$ (4,263)	(0.09)%

⁽¹⁾ Annualized

Deposits

The following table shows the composition of deposits by type as of the dates indicated:

	September 30, 2025		December 31, 2024	
	Balance	Percent (dollars in thousands)	Balance	Percent
Demand – noninterest-bearing	\$ 2,087,132	30.8 %	\$ 2,096,634	32.6 %
Interest-bearing:				
Demand	86,834	1.3	80,323	1.2
Money market and savings	2,094,028	31.0	1,933,535	30.0
Uninsured amount of time deposits more than \$250,000:				
Three months or less	238,345	3.5	225,015	3.5
Over three months through six months	296,223	4.4	219,304	3.4
Over six months through twelve months	223,830	3.3	202,966	3.2
Over twelve months	480	0.0	14	—
All other insured time deposits	1,739,767	25.7	1,677,985	26.1
Total deposits	\$ 6,766,639	100.0 %	\$ 6,435,776	100.0 %

Total deposits were \$6.77 billion and \$6.44 billion as of September 30, 2025 and December 31, 2024, respectively, representing an increase of \$330.9 million, or 5.1%. The increase in deposits was primarily driven by a \$160.5 million increase in money market and savings deposits and a \$173.4 million increase in time deposits as a result of new commercial accounts and branch openings during the first nine months of 2025. At September 30, 2025, the loan-to-deposit ratio was 96.5% compared with 97.1% at December 31, 2024.

As of September 30, 2025, the aggregate amount of uninsured deposit accounts (deposits in amounts greater than \$250,000, which is the maximum amount for federal deposit insurance) was \$2.98 billion. For time deposits, the aggregate amount exceeding the insurance limit was \$758.9 million. For demand money market and savings accounts, the aggregate amount exceeding the insurance limit was \$2.22 billion. At September 30, 2025, \$1.35 billion of total uninsured deposits were in accounts with balances of \$5.0 million or more. As of December 31, 2024, the aggregate amount of uninsured deposits was \$2.72 billion. The aggregate amount of uninsured time deposits was \$647.3 million. For demand, money market and savings accounts, the aggregate amount of uninsured

deposits was \$2.07 billion. At December 31, 2024, \$1.21 billion of total uninsured deposits were in accounts with balances of \$5.0 million or more.

Borrowings and Subordinated Debentures

The Bank's wholesale funds have historically consisted of FHLB advances, brokered deposits as well as State of California time deposits. As of September 30, 2025 and December 31, 2024, the Bank had \$62.5 million and \$262.5 million of FHLB advances, and \$88.5 million and \$60.7 million of brokered deposits, respectively. The Bank had \$150.0 million and \$120.0 million of State of California time deposits, as of September 30, 2025 and December 31, 2024, respectively.

The Bank maintains a secured credit facility with the FHLB, allowing for advances on an open basis (no maturity) or a term basis ranging from overnight or longer. At September 30, 2025, the Bank had no open advances, \$12.5 million of term advances and \$50.0 million of overnight advances with the FHLB. At December 31, 2024, the Bank had \$225.0 million of open advances, \$37.5 million of term advances and no overnight advances with the FHLB.

The weighted-average interest rate of all FHLB advances at September 30, 2025 and December 31, 2024 was 4.56% and 4.75%, respectively.

The FHLB maximum amount outstanding at any month end during each of the year-to-date periods ended September 30, 2025 and December 31, 2024 was \$152.5 million and \$350.0 million, respectively.

The following is a summary of contractual maturities of FHLB advances greater than twelve months:

	September 30, 2025		December 31, 2024	
	Outstanding Balance	Weighted Average Rate	Outstanding Balance	Weighted Average Rate
	<i>(dollars in thousands)</i>			
FHLB of San Francisco				
Advances due over 12 months through 24 months	\$ —	—%	\$ 37,500	4.58%
Outstanding advances over 12 months	<u>\$ —</u>	<u>—%</u>	<u>\$ 37,500</u>	<u>4.58%</u>

Subordinated debentures were \$130.3 million and \$130.6 million as of September 30, 2025 and December 31, 2024, respectively. Subordinated debentures are comprised of fixed-to-floating subordinated notes of \$108.7 million and \$108.5 million as of September 30, 2025 and December 31, 2024, respectively, and junior subordinated deferrable interest debentures of \$21.6 million and \$22.1 million as of September 30, 2025 and December 31, 2024, respectively. See "Note 8 – Borrowings and Subordinated Debentures" to the consolidated financial statements for more details.

Stockholders' Equity

Stockholders' equity was \$779.6 million and \$732.2 million as of September 30, 2025 and December 31, 2024, respectively. Net income, net of \$24.5 million of dividends paid, added \$30.3 million to stockholders' equity for the period, as did \$2.7 million of share-based compensation, a \$22.3 million decrease in unrealized after-tax losses on securities available for sale and a \$0.5 million decrease in unrealized after-tax losses on cash flow hedges due to changes in interest rates. These increases were offset by the \$7.4 million cost of stock repurchases as the Company repurchased 319,698 shares of common stock during the period at an average share price of \$23.26. At September 30, 2025, 980,802 shares remain under the Company's share repurchase program.

Interest Rate Risk Management

The spread between interest income on interest-earning assets and interest expense on interest-bearing liabilities is the principal component of net interest income, and interest rate changes substantially affect our financial performance. We emphasize capital protection through stable earnings. In order to achieve stable earnings, we prudently manage our assets and liabilities and closely monitor the percentage changes in net interest income and equity value in relation to limits established within our guidelines.

The Company performs simulation modeling to estimate the potential effects of interest rate changes. The following table summarizes one of the stress simulations performed to forecast the impact of changing interest rates on net interest income and the value of interest-earning assets and interest-bearing liabilities reflected on our balance sheet (i.e., an instantaneous parallel shift in the yield curve of the magnitude indicated below) as of September 30, 2025. The Company compares this stress simulation to policy

limits, which specify the maximum tolerance level for net interest income exposure over a 1- to 12-month and a 13- to 24- month horizon, given the basis point adjustment in interest rates reflected below.

Net Interest Income Simulation					
Change in Interest Rates (Basis Points)		1- to 12-Month Horizon		13- to 24-Month Horizon	
		Dollar Change	Percentage Change	Dollar Change	Percentage Change
			(dollars in thousands)		
300	\$	26,426	9.51 %	\$ 53,663	17.30 %
200	\$	17,914	6.45 %	\$ 36,188	11.67 %
100	\$	10,580	3.81 %	\$ 20,386	6.57 %
(100)	\$	(10,220)	(3.68 %)	\$ (21,792)	(7.03 %)
(200)	\$	(18,875)	(6.79 %)	\$ (44,006)	(14.19 %)
(300)	\$	(25,344)	(9.12 %)	\$ (65,713)	(21.19 %)

Economic Value of Equity (EVE)			
Change in Interest Rates (Basis Points)		Dollar Change	Percentage Change
		(dollars in thousands)	
300	\$	86,170	9.85 %
200	\$	66,070	7.55 %
100	\$	46,566	5.32 %
(100)	\$	(59,073)	(6.75 %)
(200)	\$	(135,641)	(15.50 %)
(300)	\$	(224,781)	(25.69 %)

The estimated sensitivity does not necessarily represent our forecast, and the results may not be indicative of actual changes to our net interest income. These estimates are based upon a number of assumptions, including the timing and magnitude of interest rate changes, prepayments on loans receivable and securities, pricing strategies on loans receivable and deposits, and replacement of asset and liability cash flows.

The key assumptions, based upon loans receivable, securities and deposits, are as follows:

Conditional prepayment rates*:	
Loans receivable	11 %
Securities	6 %
Deposit rate betas*:	
NOW, savings, money market demand	48 %
Time deposits, retail and wholesale	76 %

* Balance-weighted average

While the assumptions used are based on current economic and local market conditions, there is no assurance as to the predictive nature of these conditions, including how customer preferences or competitor influences might change.

Capital Resources and Liquidity

Capital Resources

Historically, our primary source of capital has been the retention of operating earnings. In order to ensure adequate capital levels, the Board regularly assesses projected sources and uses of capital, expected loan growth, anticipated capital management tools (such as stock repurchases and dividends), and projected capital thresholds under adverse and severely adverse economic conditions. In addition, the Board considers the Company's access to capital from financial markets through the issuance of additional debt and securities, including common stock or notes, to meet its capital needs.

The Company's ability to pay dividends to stockholders depends in part upon dividends it receives from the Bank. California law restricts the amount available for cash dividends to the lesser of a bank's retained earnings or net income for its last three fiscal

years (less any distributions to stockholders made during such period). Where the above test is not met, cash dividends may still be paid, with the prior approval of the California Department of Financial Protection and Innovation ("DFPI"), in an amount not exceeding the greater of: (1) retained earnings of the Bank; (2) net income of the Bank for its last fiscal year; or (3) the net income of the Bank for its current fiscal year. The Company paid dividends of \$24.5 million (\$0.81 per share) for the nine months ended September 30, 2025 and \$30.4 million (\$1.00 per share) for the year ended December 31, 2024. As of October 1, 2025, the Bank has the ability to pay dividends of approximately \$68.1 million, after giving effect to the \$0.27 per share dividend declared on October, 24, 2025, for the fourth quarter of 2025, without the prior approval of the Commissioner of the DFPI.

At September 30, 2025, the Bank's total risk-based capital ratio of 14.28%, Tier 1 risk-based capital ratio of 13.20%, common equity Tier 1 capital ratio of 13.20% and Tier 1 leverage capital ratio of 11.46% placed the Bank in the "well capitalized" category pursuant to capital rules, which is defined as institutions with total risk-based capital ratio equal to or greater than 10.00%, Tier 1 risk-based capital ratio equal to or greater than 8.00%, common equity Tier 1 capital ratios equal to or greater than 6.50%, and Tier 1 leverage capital ratio equal to or greater than 5.00%.

At September 30, 2025, the Company's total risk-based capital ratio was 15.05%, Tier 1 risk-based capital ratio was 12.33%, common equity Tier 1 capital ratio was 12.00% and Tier 1 leverage capital ratio was 10.64%.

For a discussion of the applicable capital adequacy framework, see "Regulation and Supervision - Capital Adequacy Requirements" in our 2024 Annual Report on Form 10-K.

Liquidity

For a discussion of liquidity for the Company, see Note 14 - Liquidity included in the notes to unaudited consolidated financial statements in this Report and Note 22 – Liquidity in our 2024 Annual Report on Form 10-K.

Off-Balance Sheet Arrangements

For a discussion of off-balance sheet arrangements, see Note 12 - Off-Balance Sheet Commitments included in the notes to unaudited consolidated financial statements in this Report and "Item 1. Business - Off-Balance Sheet Commitments" in our 2024 Annual Report on Form 10-K.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For quantitative and qualitative disclosures regarding market risks, see “Item 2. Management’s Discussion and Analysis of Financial Condition and Results of Operations - Interest Rate Risk Management” in this Report.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Management is responsible for the disclosure controls and procedures of the Corporation. Disclosure controls and procedures are controls and other procedures of an issuer that are designed to ensure that information required to be disclosed by the issuer in the reports that it files or submits under the Securities Exchange Act of 1934 is recorded, processed, summarized and reported within the time periods required by the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by an issuer is accumulated and communicated to the issuer’s management, including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. As of the end of the period covered by this report, an evaluation was performed under the supervision and with the participation of the Corporation’s management, including the Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), of the effectiveness of the design and operation of the Corporation’s disclosure controls and procedures. Based on that evaluation, the Corporation’s Chief Executive Officer and Chief Financial Officer concluded that the disclosure controls and procedures were effective as of September 30, 2025.

Changes in Internal Control over Financial Reporting

There were no changes in the Corporation's internal control over financial reporting (as defined in Rule 13a-15(f)) during the quarter ended September 30, 2025 that materially affected, or are reasonably likely to materially affect, the Corporation’s internal control over financial reporting.

Part II — Other Information

Item 1. Legal Proceedings

From time to time, Hanmi Financial and its subsidiaries are parties to litigation that arises in the ordinary course of business, such as claims to enforce liens, claims involving the origination and servicing of loans, and other issues related to the business of Hanmi Financial and its subsidiaries. In the opinion of management, the resolution of any such issues would not have a material adverse impact on the financial condition, results of operations, or liquidity of Hanmi Financial or its subsidiaries.

Item 1A. Risk Factors

There have been no material changes in risk factors applicable to the Corporation from those described in “Risk Factors” in Part I, Item 1A of the Corporation’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

In addition to the other information contained in this Quarterly Report on Form 10-Q, the following risk factor represents a material update and addition to the risk factors previously disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

SBA lending is a meaningful component of our non-interest income. Our SBA lending program is dependent upon the U.S. federal government, and, therefore this income will be negatively impacted by a prolonged shutdown. The gain on the sale of SBA loans provides a meaningful portion of our non-interest income. Our SBA lending program is dependent upon the U.S. federal government. We are designated by the SBA as a Preferred Lender. As an SBA Preferred Lender, we are able to offer SBA loans to our customers without the potentially lengthy SBA approval process for application, servicing or liquidation actions required for lenders that are not SBA Preferred Lenders. Any prolonged government shutdown could, among other things, impede our ability to sell SBA loans in the secondary market, which could adversely affect our business, consolidated financial condition and consolidated results of operations.

Item 2. Unregistered Sales of Equity Securities, Use of Proceeds, and Issuer Purchases of Equity Securities

On April 25, 2024, the Company announced that the Board of Directors has adopted a stock repurchase program under which the Company may repurchase up to 5% of its outstanding shares, or approximately 1.5 million shares of its common stock. As of September 30, 2025, 980,802 shares remained available for future purchases under that stock repurchase program. The program has no scheduled expiration date and the Board of Directors has the right to suspend or discontinue the program at any time.

The following table represents information with respect to repurchases of common stock made by the Company during the three months ended September 30, 2025:

Purchase Date:	Average Price Paid Per Share	Total Number of Shares Purchased as Part of Publicly Announced Program	Maximum Shares That May Yet Be Purchased Under the Program
July 1, 2025 - July 31, 2025	\$ 23.30	59,881	1,120,619
August 1, 2025 - August 31, 2025	23.00	101,019	1,019,600
September 1, 2025 - September 30, 2025	24.83	38,798	980,802
Total	\$ 23.45	199,698	980,802

The Company acquired 1,118 shares from employees in connection with the satisfaction of employee tax withholding obligations incurred through the vesting of Company stock awards during the three months ended September 30, 2025. Shares withheld to pay income taxes upon the vesting of stock awards are repurchased pursuant to the terms of the applicable plan and not under the Company's repurchase program.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

Securities Trading Plans of Directors and Executive Officers

During the three months ended September 30, 2025, none of our directors or executive officers adopted or terminated any contract, instruction or written plan for the purchase or sale of Hanmi securities that was intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) or any “non-Rule 10b5-1 trading arrangement.”

Change in Control Agreements

On November 6, 2025, the Company and the Bank entered into a change in control agreement with each of Anthony Kim, Senior Executive Vice President and Chief Banking Officer of the Company and the Bank, Matthew Fuhr, Executive Vice President and Chief Credit Officer of the Company and the Bank, and Michael Du, Executive Vice President and Chief Risk Officer of the Company and the Bank (the “Executives”) (collectively, the “CIC Agreements”). The initial term of the CIC Agreements is for 24 months. Commencing on January 1, 2026, and each subsequent January 1st, the term of the CIC Agreements will renew for 24 months so that the remaining term will be 24 months from such January 1st renewal date, unless either party provides notice of non-renewal of the term at least 60 days before such January 1st renewal date.

If, during the term of the CIC Agreements and within two years following a change in control, an Executive’s employment is terminated by the Company or the Bank for a reason other than cause, disability, or death or by the Executive for good reason (collectively, a “Qualifying Termination”), then the Company or the Bank will pay the Executive in a lump sum in cash within ten days after the date of termination the sum of the following amounts: (a) the Executive’s earned but unpaid base salary through the date of termination; (b) the Executive’s annual cash incentive to be paid at: (i) target for the fiscal year in which the date of termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), pro-rated through the date of termination or, (ii) if greater, the Executive’s annual incentive at target in effect immediately before the change in control, pro-rated through the date of termination; (c) all other benefits due to the Executive under the Bank’s and the Company’s compensation and benefits plans; (d) a cash severance payment equal to two times the sum of (i) the Executive’s base salary (or if greater, the Executive’s base salary prior to the change in control), and (ii) the greater of the Executive’s (a) average annual cash incentive earned in the prior three consecutive calendar years, or (b) the annual cash incentive that would be paid or payable to the Executive at target for the fiscal year in which the date of termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), as if the Executive and the Bank were to satisfy all performance-related conditions. Further, if the Executive timely elects to continue health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Bank will pay directly or, at its election, reimburse the Executive for the cost of such COBRA premiums for a period of up to 18 months.

In addition, the Executive’s time-based equity awards will fully vest as of the date of such change in control and the Executive’s performance-based equity awards will be treated in accordance with the terms of the plan document and applicable award agreement governing such performance-based equity award. The CIC Agreements include a “best net benefit” provision, that provides that if an excise tax under Sections 280G and 4999 of the Internal Revenue Code would be assessed on the payments or other benefits received under the CIC Agreement in connection with a change in control, the Executive will either (1) receive all the payments and benefits to which the Executive is entitled under the agreement, subject to the excise tax; or (2) have such payments and benefits reduced by the minimum amount necessary so that excise tax will not apply, if such reduction would result in a greater net after-tax benefit to the Executive.

The foregoing description of the Change in Control Agreements do not purport to be complete and it is qualified in its entirety by reference to copies of the Change in Control Agreements that are included as Exhibits 10.1, 10.2 and 10.3 to this Quarterly Report on Form 10-Q and incorporated by reference into this Item 5.

Item 6. Exhibits

Exhibit Number	Document
10.1	<u>Change in Control Agreement, dated November 6, 2025, by and among Hanmi Financial Corporation, Hanmi Bank and Michael Du.</u>
10.2	<u>Change in Control Agreement, dated November 6, 2025, by and among Hanmi Financial Corporation, Hanmi Bank and Mathew Fuhr.</u>
10.3	<u>Change in Control Agreement, dated November 6, 2025, by and among Hanmi Financial Corporation, Hanmi Bank and Anthony Kim.</u>
31.1	<u>Certification of Principal Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2	<u>Certification of Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1	<u>Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2	<u>Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS	Inline XBRL Instance Document *
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents *
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025, formatted in Inline XBRL

* Attached as Exhibit 101 to this report are documents formatted in Inline XBRL (Extensible Business Reporting Language).

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 thereunto duly authorized.

Hanmi Financial Corporation

Date: November 7, 2025

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

Date: November 7, 2025

By: /s/ Romolo C. Santarosa
Romolo C. Santarosa
Senior Executive Vice President and Chief Financial Officer (Principal Financial Officer)

TWO-YEAR CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT (this “Agreement”) is made effective as of the 6th day of November 2025 (the “Effective Date”), by and among Hanmi Financial Corporation, a Delaware corporation (the “Company”), Hanmi Bank (the “Bank”), a wholly-owned subsidiary of the Company, and Michael Du (the “Executive”). The Company and the Bank are sometimes collectively referred to as the “Employers.”

WITNESSETH

WHEREAS, the Executive is currently employed as an officer of the Company and/or the Bank ;

WHEREAS, the Company and/or the Bank desire to assure the Executive’s continued active participation in the business of the Employers; and

WHEREAS, to induce the Executive to remain in the employ of the Company and/or the Bank and in consideration of the Executive agreeing to remain in the employ of the Company and/or the Bank, the parties desire to specify the severance benefits that would be due to the Executive if the Executive’s employment with the Company and/or the Bank terminates under specified circumstances.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

1. Definitions. The following words and terms shall have the meanings set forth below for the purposes of this Agreement:

a. Base Salary. The Executive’s “Base Salary” for purposes of this Agreement means the Executive’s annual base salary in effect immediately before the occurrence of the circumstance giving rise to the Executive’s termination, or, if greater, the Executive’s annual base salary in effect immediately before the Change in Control.

b. Cause. Termination of the Executive’s employment for “Cause” shall mean termination because of personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, material breach of the Company’s or the Bank’s Code of Business Conduct and Ethics, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or final cease-and-desist order, or willfully engaging in actions that in the reasonable opinion of the Employer’s Board of Directors (“Board of Directors”) will likely cause substantial financial harm or substantial injury to the business reputation of the Company or the Bank. For purposes of this paragraph, no act or failure to act on the Executive’s part shall be considered “willful” unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Employers. Executive’s employment shall not be terminated for “Cause” in accordance with this paragraph for any act or action or failure to act that is undertaken or omitted in accordance with a resolution of the Board of Directors or upon the written advice of the Employers’ counsel.

c. Change in Control. “Change in Control” of the Bank or Company means any transaction or series of related transactions as a result of which:

i. Merger: The Company or the Bank merges into or consolidates with another entity, or merges another Bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

ii. **Acquisition of Significant Share Ownership:** A person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (2) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

iii. **Change in Board Composition:** During any period of two consecutive years, individuals who constitute the Company's or the Bank's Board of Directors at the beginning of the two-year period cease for any reason to constitute at least a majority of the Company's or the Bank's Board of Directors; provided, however, that for purposes of this clause (3), each director who is first elected by the board or first nominated by the board by a vote of at least two-thirds (2/3) of the directors who were directors at the beginning of the two-year period shall be deemed to have also been a director at the beginning of such period; or

iv. **Sale of Assets:** The Company or the Bank sells to a third party all or substantially all of its assets.

d.Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

e.Date of Termination. "Date of Termination" shall mean (i) if the Executive's employment is terminated for Cause, the date on which the Notice of Termination is given, and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination.

f.Disability. "Disability" shall mean termination because of any physical or mental impairment that qualifies the Executive for disability benefits under the applicable long-term disability plan maintained by the Employers or any subsidiary or, if no such plan applies, which would qualify the Executive for disability benefits under the Federal Social Security System.

g.Good Reason. "Good Reason" shall mean termination by the Executive following a Change in Control based on any of the following events, without the Executive's express written consent:

i. The assignment by the Company or the Bank to the Executive of any positions, duties, responsibilities or status that are materially less as compared to the Executive's positions, duties, responsibilities and status with the Employers immediately prior to a Change in Control, or a material change in the Executive's reporting responsibilities, titles or offices as an officer and employee and as in effect immediately prior to such a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such responsibilities, titles or offices;

ii. A reduction in the Executive's base salary or award opportunity under the Employers' incentive compensation plans or arrangements as in effect immediately prior to the date of the Change in Control or as the same may be increased from time to time thereafter;

iii. A change in the Executive's principal place of employment by more than 25 miles from its location immediately prior to the Change in Control; or

iv. The failure by the Company to obtain the assumption of and agreement to perform this Agreement by any successor.

Notwithstanding the foregoing, prior to any termination of employment for Good Reason, the Executive must first provide written notice to the Company within ninety (90) days following the initial existence of the condition, describing the existence of such condition, and the Company shall thereafter have the right to remedy the condition within thirty (30) days of the date the Company received written notice from the Executive,

but the Company may waive its right to cure. If the Company remedies the condition within such thirty (30) day cure period, then no Good Reason shall be deemed to exist with respect to such condition. If the Company does not remedy the condition within such thirty (30) day cure period, then the Executive may deliver a Notice of Termination for Good Reason at any time within sixty (60) days following the expiration of such cure period.

h. IRS. IRS shall mean the Internal Revenue Service.

i. Notice of Termination. Any purported termination of the Executive's employment by the Employers for any reason, including without limitation for Cause or Disability, or by the Executive for any reason, including without limitation for Good Reason, shall be communicated by written "Notice of Termination" to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a dated notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specifies a Date of Termination, which shall be not less than thirty (30) nor more than ninety (90) days after such Notice of Termination is given, except in the case of the Employers' termination of the Executive's employment for Cause, which shall be effective immediately; and (iv) is given in the manner specified in Section 11 hereof.

2. Term of Agreement. The term of this Agreement shall be for twenty-four (24) months, commencing on the Effective Date. On January 1st of each calendar year that begins on or after the Effective Date, the term of the Agreement shall renew such that the remaining term shall be twenty-four (24) full calendar months beginning on such January 1st, unless either the Executive or the Employers provide the other party with written notice of non-renewal of the term at least sixty (60) days prior to such January 1st renewal date. References herein to the term of this Agreement shall refer both to the initial term and successive terms. A Notice of Termination shall be presumed to constitute a notice of termination of this Agreement.

3. Benefits Upon Termination. If the Executive's employment by the Company or the Bank is terminated on or within two (2) years subsequent to a Change in Control and during the term of this Agreement by (i) the Company or Bank for other than Cause, Disability, or the Executive's death or (ii) the Executive for Good Reason (a "Qualifying Termination"), then the Company or the Bank shall pay the Executive in a lump sum in cash within ten (10) days after the Date of Termination or, in the event of the Executive's death after a Qualifying Termination but prior to payment, the Executive's beneficiary or beneficiaries (or estate in the event there is no beneficiary election) the aggregate of the following amounts:

a. Salary. Earned but unpaid Base Salary through the Date of Termination;

b. Pro-Rata Annual Cash Incentive. Any annual cash incentive pursuant to any applicable incentive plan that covers the Executive, which incentive would be paid or payable if the Executive and the Company and/or the Bank were to satisfy all performance-related conditions to the Executive receiving (i) the annual incentive at target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), with such amount pro-rated through the Date of Termination or, (ii) if greater, the Executive's annual incentive at target in effect immediately before the Change in Control, with such amount pro-rated through the Date of Termination;

c. Other Compensation and Benefit Plans. All benefits due to the Executive as a former employee other than pursuant to this Agreement under the Bank's and the Company's compensation and benefits plans (the items described in Sections 3(a), (b) and (c), the "Standard Termination Entitlements");

d. Cash Severance. An amount equal to two (2) times the sum of (a) the Executive's Base Salary, or if greater, the Executive's Base Salary immediately before the Change in Control, and (b) the greater of the Executive's (i) average annual cash incentive earned in the prior three (3) consecutive calendar years, or (ii) the annual cash incentive that would be paid or payable to the Executive receiving the annual incentive at

target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), as if the Executive and the Bank were to satisfy all performance-related conditions;

e. Continued Insurance Benefits. If the Executive timely elects to continue Bank-provided health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) law, the Bank will pay directly or, at its election, reimburse the Executive for the cost of such COBRA premiums, at the same level as the Executive maintained as of the Date of Termination, through the end of the COBRA period (18 months), or until such time as the Executive qualifies for health insurance benefits through a new employer, whichever occurs first (the “COBRA Period”). The reimbursement shall be for 100% of the Executive’s COBRA premiums, as well as for the Executive’s eligible dependents’ COBRA premiums, and the coverage to be provided on this basis shall be health and dental coverage. Notwithstanding the foregoing, if (x) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a) (5), or (y) the Bank is otherwise unable to continue to cover you under its group health plans without incurring penalties (including without limitation, pursuant to the Patient Protection and Affordable Care Act or Section 2716 of the Public Health Service Act or any other health care law), then, in either case, an amount equal to each remaining COBRA premium under such plans shall thereafter be paid to the Executive in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof); and

f. Equity Awards. Executive’s time-vesting equity awards shall fully and automatically vest as of the date of such Change in Control and Executive’s performance-vesting equity awards shall be treated in accordance with the terms of the plan document and applicable award agreement governing such performance-vesting equity award.

4. Limitation of Benefits under Certain Circumstances. If the payments and benefits pursuant to Section 3 hereof (the “Severance Benefits”), either alone or together with other payments and benefits that the Executive has the right to receive from the Employers, would constitute a “parachute payment” under Section 280G of the Code, and but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then notwithstanding the provisions of Section 3, the Severance Benefits shall be reduced (the “Benefit Reduction”) by the minimum amount necessary to result in no portion of the Severance Benefits being subject to the Excise Tax, provided, however, that the Benefit Reduction shall occur only if such reduction would result in the Executive’s “Net After-Tax Amount” attributable to the Severance Benefits being greater than it would be if no Benefit Reduction was effected. For this purpose, “Net After-Tax Amount” shall mean the net amount of Severance Benefits the Executive is entitled to under this Agreement after giving effect to all federal, state and local taxes that would be applicable to such payments and benefits, including but not limited to, the Excise Tax. The determination of whether the Benefit Reduction shall be effected shall be based upon consultation with an independent tax advisor selected by the Employers and paid by the Employers. Such independent tax advisor shall be reasonably acceptable to the Employers and the Executive; shall promptly prepare the foregoing analysis, but in no event later than thirty (30) days from the Date of Termination; and may use such actuaries as such independent tax advisor deems necessary or advisable for this purpose. Nothing contained herein shall result in a reduction of any payments or benefits to which the Executive may be entitled upon termination of employment under any circumstances other than as specified in this Section 4, or a reduction in the payments and benefits specified in Section 3 below zero.

5. No Mitigation; Exclusivity of Benefits.

a. The Executive shall not be required to mitigate the amount of any benefits hereunder by seeking other employment or otherwise. The amount of severance to be provided pursuant to Section 3 hereof

shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination or otherwise.

b. The specific arrangements referred to herein are not intended to exclude any other benefits that may be available to the Executive upon a termination of employment with the Employers pursuant to employee benefit plans of the Employers or otherwise.

6. Withholding. All payments required to be made by the Employers hereunder to the Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Employers may reasonably determine should be withheld pursuant to any applicable law or regulation.

7. Nature of Employment and Obligations.

a. Nothing contained herein shall be deemed to create other than a terminable at will employment relationship between the Employers and the Executive, and the Employers may terminate the Executive's employment at any time, subject to providing any payments specified herein in accordance with the terms hereof.

b. Nothing contained herein shall create or require the Employers to create a trust of any kind to fund any benefits that may be payable hereunder, and to the extent that the Executive acquires a right to receive benefits from the Employers hereunder, such right shall be no greater than the right of any unsecured general creditor of the Employers.

8. Source and Allocation of Payments. All monetary payments and non-monetary benefits provided in this Agreement shall be timely paid in cash or check, or otherwise provided for, from the general funds of (a) the Company or (b) to the extent provided under an agreement between the Company and the Bank governing the allocation of expenses, the Bank, it being the intent of this Agreement to provide for the aggregate compensation due to the Executive for all services provided by Executive to the Bank and/or the Company.

9. No Attachment.

a. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be null, void, and of no effect.

b. This Agreement shall be binding upon, and inure to the benefit of, the Executive, the Bank, the Company and their respective successors and assigns.

10. Assignability. The Bank will assign its rights and obligations hereunder in whole to any successor. The Executive may not assign or transfer this Agreement or any rights or obligations hereunder.

11. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company or the Bank:

Hanmi Financial Corporation
900 Wilshire Boulevard, Suite 1250
Los Angeles, California 90017

Attention: Chairman of the Board of Directors

To the Executive:

Most Recent Address on File with the Company or the Bank

12.Amendment; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or officers as may be specifically designated by the Board of Directors of the Company and/or the Bank to sign on their behalf; provided, however, that this Agreement shall be subject to amendment in the future in such manner as the Company and/or the Bank shall reasonably deem necessary or appropriate to effect compliance with Section 409A and the regulations thereunder and to avoid the imposition of penalties and additional taxes under Section 409A, it being the express intent of the parties that any such amendment shall not diminish the economic benefit of the Agreement to the Executive on a present value basis. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

13.Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

14.Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

16.Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17.Miscellaneous Provisions.

a.This Agreement does not create any obligation on the part of the Employers to make payments to (or to employ) Executive unless a Change in Control of the Bank or the Company shall have occurred. Following a Change in Control, Executive's employment may be terminated at any time, but any termination, other than a termination for Cause, shall not prejudice the Executive's right to compensation or other benefits under this Agreement. The Executive shall not have the right to receive compensation or other benefits for any period after termination for Cause as defined in Section 1(b) hereof.

b.Notwithstanding any other provision of this Agreement to the contrary, any payments made to the Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. Section 1828(k)) and the regulations promulgated thereunder, including 12 C.F.R. Part 359.

18.Reinstatement of Benefits After Regulatory Action. If the Executive is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by an action of a regulatory agency having jurisdiction over the Employers during the term of this Agreement and a Change in Control, as defined herein, occurs, the Employers will assume their obligation to pay and the Executive will be entitled to receive all of the termination benefits provided for under Section 3 of this Agreement only upon the Employer's (or its successor's) receipt of a dismissal of charges by the regulatory agency.

19.Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, in the County of Los Angeles, California, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., Los Angeles, California, or its successor (“JAMS”), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of California Code of Civil Procedure § 1280 et seq. as the exclusive forum for the resolution of such dispute; provided, however, that if provisional injunctive relief is not available, or is not available in a timely manner, through such arbitration, then provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Either you or the Employers may initiate the arbitration process by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in state or federal district court, as applicable to the claim at issue. A late request will be void. Final resolution of any dispute through arbitration may include any remedy or relief that the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties hereto acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or your employment. The parties hereto agree that the Employers shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator’s fee. You and the Employers further agree that in any proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to its or her reasonable attorneys’ fees and costs (other than forum costs associated with the arbitration) incurred by it or the Executive in connection with resolution of the dispute in addition to any other relief granted. Notwithstanding this provision, the parties hereto may mutually agree to mediate any dispute prior to or following submission to arbitration.

20.Payment of Costs and Legal Fees. All reasonable costs and legal fees paid or incurred by the Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Employers if the Executive is successful on the merits pursuant to a legal judgment, arbitration or settlement in the Executive’s favor. Such payment or reimbursement shall be made within sixty (60) days after the settlement or resolution that gives rise to the Executive’s right to reimbursement; provided, however, that the Executive shall have submitted to the Employers documentation supporting such expenses at such time and in such manner as the Employers may reasonably require.

21.Entire Agreement. This Agreement embodies the entire agreement between the Company and the Executive with respect to the matters agreed to herein. All prior agreements between the Company and the Executive with respect to the matters agreed to herein are hereby superseded and shall have no force or effect, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive of a kind elsewhere provided. No provision of this Agreement shall be interpreted to mean that Executive is subject to receiving fewer benefits than those available to Executive without reference to this Agreement.

22.Internal Revenue Code Section 409A. The Employers and the Executive acknowledge that each of the payments and benefits to the Executive under this Agreement must either comply with the requirements of Section 409A of the Code and the regulations thereunder or qualify for an exception from compliance. To that end, the Employers and the Executive agree that:

a.the legal fee reimbursements described in Section 20 are intended to satisfy the requirements for a “reimbursement plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements;

b.the medical and dental coverage described in Section 3 are intended (A) if furnished in-kind, to be exempt from compliance with Section 409A of the Code as a welfare benefit plan described in Treasury Regulation Section 1.409A-1(b)(5) and (B) if furnished by reimbursement, to satisfy the requirements for a “reimbursement or in-kind benefit plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements; and

c.the Standard Termination Entitlements payable upon termination of employment described in Section 3 are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(3) as payments made pursuant to the Employers’ customary payment timing arrangements.

All other payments and benefits due to the Executive under this Agreement on account of Executive’s termination of employment that are not exempt from Section 409A of the Code shall not be paid prior to, and shall, if necessary, be deferred to and paid on the later of the earliest date on which the Executive experiences a separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) on the date of Executive’s separation from service, the first day of the seventh month following Executive’s separation from service.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**HANMI FINANCIAL CORPORATION
& HANMI BANK**

/s/ Bonnie Lee _____
Bonnie Lee, President & CEO

EXECUTIVE

/s/ Michael Du _____
Michael Du, EVP & Chief Risk Officer

TWO-YEAR CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT (this “Agreement”) is made effective as of the 6th day of November 2025 (the “Effective Date”), by and among Hanmi Financial Corporation, a Delaware corporation (the “Company”), Hanmi Bank (the “Bank”), a wholly-owned subsidiary of the Company, and Matthew Fuhr (the “Executive”). The Company and the Bank are sometimes collectively referred to as the “Employers.”

WITNESSETH

WHEREAS, the Executive is currently employed as an officer of the Company and/or the Bank ;

WHEREAS, the Company and/or the Bank desire to assure the Executive’s continued active participation in the business of the Employers; and

WHEREAS, to induce the Executive to remain in the employ of the Company and/or the Bank and in consideration of the Executive agreeing to remain in the employ of the Company and/or the Bank, the parties desire to specify the severance benefits that would be due to the Executive if the Executive’s employment with the Company and/or the Bank terminates under specified circumstances.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

1. Definitions. The following words and terms shall have the meanings set forth below for the purposes of this Agreement:

a. Base Salary. The Executive’s “Base Salary” for purposes of this Agreement means the Executive’s annual base salary in effect immediately before the occurrence of the circumstance giving rise to the Executive’s termination, or, if greater, the Executive’s annual base salary in effect immediately before the Change in Control.

b. Cause. Termination of the Executive’s employment for “Cause” shall mean termination because of personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, material breach of the Company’s or the Bank’s Code of Business Conduct and Ethics, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or final cease-and-desist order, or willfully engaging in actions that in the reasonable opinion of the Employer’s Board of Directors (“Board of Directors”) will likely cause substantial financial harm or substantial injury to the business reputation of the Company or the Bank. For purposes of this paragraph, no act or failure to act on the Executive’s part shall be considered “willful” unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Employers. Executive’s employment shall not be terminated for “Cause” in accordance with this paragraph for any act or action or failure to act that is undertaken or omitted in accordance with a resolution of the Board of Directors or upon the written advice of the Employers’ counsel.

c. Change in Control. “Change in Control” of the Bank or Company means any transaction or series of related transactions as a result of which:

i. **Merger:** The Company or the Bank merges into or consolidates with another entity, or merges another Bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

ii. **Acquisition of Significant Share Ownership:** A person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (2) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

iii. **Change in Board Composition:** During any period of two consecutive years, individuals who constitute the Company's or the Bank's Board of Directors at the beginning of the two-year period cease for any reason to constitute at least a majority of the Company's or the Bank's Board of Directors; provided, however, that for purposes of this clause (3), each director who is first elected by the board or first nominated by the board by a vote of at least two-thirds (2/3) of the directors who were directors at the beginning of the two-year period shall be deemed to have also been a director at the beginning of such period; or

iv. **Sale of Assets:** The Company or the Bank sells to a third party all or substantially all of its assets.

d.Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

e.Date of Termination. "Date of Termination" shall mean (i) if the Executive's employment is terminated for Cause, the date on which the Notice of Termination is given, and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination.

f.Disability. "Disability" shall mean termination because of any physical or mental impairment that qualifies the Executive for disability benefits under the applicable long-term disability plan maintained by the Employers or any subsidiary or, if no such plan applies, which would qualify the Executive for disability benefits under the Federal Social Security System.

g.Good Reason. "Good Reason" shall mean termination by the Executive following a Change in Control based on any of the following events, without the Executive's express written consent:

i. The assignment by the Company or the Bank to the Executive of any positions, duties, responsibilities or status that are materially less as compared to the Executive's positions, duties, responsibilities and status with the Employers immediately prior to a Change in Control, or a material change in the Executive's reporting responsibilities, titles or offices as an officer and employee and as in effect immediately prior to such a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such responsibilities, titles or offices;

ii. A reduction in the Executive's base salary or award opportunity under the Employers' incentive compensation plans or arrangements as in effect immediately prior to the date of the Change in Control or as the same may be increased from time to time thereafter;

iii. A change in the Executive's principal place of employment by more than 25 miles from its location immediately prior to the Change in Control; or

iv. The failure by the Company to obtain the assumption of and agreement to perform this Agreement by any successor.

Notwithstanding the foregoing, prior to any termination of employment for Good Reason, the Executive must first provide written notice to the Company within ninety (90) days following the initial existence of the condition, describing the existence of such condition, and the Company shall thereafter have the right to remedy the condition within thirty (30) days of the date the Company received written notice from the Executive,

but the Company may waive its right to cure. If the Company remedies the condition within such thirty (30) day cure period, then no Good Reason shall be deemed to exist with respect to such condition. If the Company does not remedy the condition within such thirty (30) day cure period, then the Executive may deliver a Notice of Termination for Good Reason at any time within sixty (60) days following the expiration of such cure period.

h. IRS. IRS shall mean the Internal Revenue Service.

i. Notice of Termination. Any purported termination of the Executive's employment by the Employers for any reason, including without limitation for Cause or Disability, or by the Executive for any reason, including without limitation for Good Reason, shall be communicated by written "Notice of Termination" to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a dated notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specifies a Date of Termination, which shall be not less than thirty (30) nor more than ninety (90) days after such Notice of Termination is given, except in the case of the Employers' termination of the Executive's employment for Cause, which shall be effective immediately; and (iv) is given in the manner specified in Section 11 hereof.

2. Term of Agreement. The term of this Agreement shall be for twenty-four (24) months, commencing on the Effective Date. On January 1st of each calendar year that begins on or after the Effective Date, the term of the Agreement shall renew such that the remaining term shall be twenty-four (24) full calendar months beginning on such January 1st, unless either the Executive or the Employers provide the other party with written notice of non-renewal of the term at least sixty (60) days prior to such January 1st renewal date. References herein to the term of this Agreement shall refer both to the initial term and successive terms. A Notice of Termination shall be presumed to constitute a notice of termination of this Agreement.

3. Benefits Upon Termination. If the Executive's employment by the Company or the Bank is terminated on or within two (2) years subsequent to a Change in Control and during the term of this Agreement by (i) the Company or Bank for other than Cause, Disability, or the Executive's death or (ii) the Executive for Good Reason (a "Qualifying Termination"), then the Company or the Bank shall pay the Executive in a lump sum in cash within ten (10) days after the Date of Termination or, in the event of the Executive's death after a Qualifying Termination but prior to payment, the Executive's beneficiary or beneficiaries (or estate in the event there is no beneficiary election) the aggregate of the following amounts:

a. Salary. Earned but unpaid Base Salary through the Date of Termination;

b. Pro-Rata Annual Cash Incentive. Any annual cash incentive pursuant to any applicable incentive plan that covers the Executive, which incentive would be paid or payable if the Executive and the Company and/or the Bank were to satisfy all performance-related conditions to the Executive receiving (i) the annual incentive at target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), with such amount pro-rated through the Date of Termination or, (ii) if greater, the Executive's annual incentive at target in effect immediately before the Change in Control, with such amount pro-rated through the Date of Termination;

c. Other Compensation and Benefit Plans. All benefits due to the Executive as a former employee other than pursuant to this Agreement under the Bank's and the Company's compensation and benefits plans (the items described in Sections 3(a), (b) and (c), the "Standard Termination Entitlements");

d. Cash Severance. An amount equal to two (2) times the sum of (a) the Executive's Base Salary, or if greater, the Executive's Base Salary immediately before the Change in Control, and (b) the greater of the Executive's (i) average annual cash incentive earned in the prior three (3) consecutive calendar years, or (ii) the annual cash incentive that would be paid or payable to the Executive receiving the annual incentive at

target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), as if the Executive and the Bank were to satisfy all performance-related conditions;

e. Continued Insurance Benefits. If the Executive timely elects to continue Bank-provided health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) law, the Bank will pay directly or, at its election, reimburse the Executive for the cost of such COBRA premiums, at the same level as the Executive maintained as of the Date of Termination, through the end of the COBRA period (18 months), or until such time as the Executive qualifies for health insurance benefits through a new employer, whichever occurs first (the “COBRA Period”). The reimbursement shall be for 100% of the Executive’s COBRA premiums, as well as for the Executive’s eligible dependents’ COBRA premiums, and the coverage to be provided on this basis shall be health and dental coverage. Notwithstanding the foregoing, if (x) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a) (5), or (y) the Bank is otherwise unable to continue to cover you under its group health plans without incurring penalties (including without limitation, pursuant to the Patient Protection and Affordable Care Act or Section 2716 of the Public Health Service Act or any other health care law), then, in either case, an amount equal to each remaining COBRA premium under such plans shall thereafter be paid to the Executive in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof); and

f. Equity Awards. Executive’s time-vesting equity awards shall fully and automatically vest as of the date of such Change in Control and Executive’s performance-vesting equity awards shall be treated in accordance with the terms of the plan document and applicable award agreement governing such performance-vesting equity award.

4. Limitation of Benefits under Certain Circumstances. If the payments and benefits pursuant to Section 3 hereof (the “Severance Benefits”), either alone or together with other payments and benefits that the Executive has the right to receive from the Employers, would constitute a “parachute payment” under Section 280G of the Code, and but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then notwithstanding the provisions of Section 3, the Severance Benefits shall be reduced (the “Benefit Reduction”) by the minimum amount necessary to result in no portion of the Severance Benefits being subject to the Excise Tax, provided, however, that the Benefit Reduction shall occur only if such reduction would result in the Executive’s “Net After-Tax Amount” attributable to the Severance Benefits being greater than it would be if no Benefit Reduction was effected. For this purpose, “Net After-Tax Amount” shall mean the net amount of Severance Benefits the Executive is entitled to under this Agreement after giving effect to all federal, state and local taxes that would be applicable to such payments and benefits, including but not limited to, the Excise Tax. The determination of whether the Benefit Reduction shall be effected shall be based upon consultation with an independent tax advisor selected by the Employers and paid by the Employers. Such independent tax advisor shall be reasonably acceptable to the Employers and the Executive; shall promptly prepare the foregoing analysis, but in no event later than thirty (30) days from the Date of Termination; and may use such actuaries as such independent tax advisor deems necessary or advisable for this purpose. Nothing contained herein shall result in a reduction of any payments or benefits to which the Executive may be entitled upon termination of employment under any circumstances other than as specified in this Section 4, or a reduction in the payments and benefits specified in Section 3 below zero.

5. No Mitigation; Exclusivity of Benefits.

a. The Executive shall not be required to mitigate the amount of any benefits hereunder by seeking other employment or otherwise. The amount of severance to be provided pursuant to Section 3 hereof

shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination or otherwise.

b. The specific arrangements referred to herein are not intended to exclude any other benefits that may be available to the Executive upon a termination of employment with the Employers pursuant to employee benefit plans of the Employers or otherwise.

6. Withholding. All payments required to be made by the Employers hereunder to the Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Employers may reasonably determine should be withheld pursuant to any applicable law or regulation.

7. Nature of Employment and Obligations.

a. Nothing contained herein shall be deemed to create other than a terminable at will employment relationship between the Employers and the Executive, and the Employers may terminate the Executive's employment at any time, subject to providing any payments specified herein in accordance with the terms hereof.

b. Nothing contained herein shall create or require the Employers to create a trust of any kind to fund any benefits that may be payable hereunder, and to the extent that the Executive acquires a right to receive benefits from the Employers hereunder, such right shall be no greater than the right of any unsecured general creditor of the Employers.

8. Source and Allocation of Payments. All monetary payments and non-monetary benefits provided in this Agreement shall be timely paid in cash or check, or otherwise provided for, from the general funds of (a) the Company or (b) to the extent provided under an agreement between the Company and the Bank governing the allocation of expenses, the Bank, it being the intent of this Agreement to provide for the aggregate compensation due to the Executive for all services provided by Executive to the Bank and/or the Company.

9. No Attachment.

a. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be null, void, and of no effect.

b. This Agreement shall be binding upon, and inure to the benefit of, the Executive, the Bank, the Company and their respective successors and assigns.

10. Assignability. The Bank will assign its rights and obligations hereunder in whole to any successor. The Executive may not assign or transfer this Agreement or any rights or obligations hereunder.

11. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company or the Bank:

Hanmi Financial Corporation
900 Wilshire Boulevard, Suite 1250
Los Angeles, California 90017

Attention: Chairman of the Board of Directors

To the Executive:

Most Recent Address on File with the Company or the Bank

12.Amendment; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or officers as may be specifically designated by the Board of Directors of the Company and/or the Bank to sign on their behalf; provided, however, that this Agreement shall be subject to amendment in the future in such manner as the Company and/or the Bank shall reasonably deem necessary or appropriate to effect compliance with Section 409A and the regulations thereunder and to avoid the imposition of penalties and additional taxes under Section 409A, it being the express intent of the parties that any such amendment shall not diminish the economic benefit of the Agreement to the Executive on a present value basis. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

13.Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

14.Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

16.Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17.Miscellaneous Provisions.

a.This Agreement does not create any obligation on the part of the Employers to make payments to (or to employ) Executive unless a Change in Control of the Bank or the Company shall have occurred. Following a Change in Control, Executive's employment may be terminated at any time, but any termination, other than a termination for Cause, shall not prejudice the Executive's right to compensation or other benefits under this Agreement. The Executive shall not have the right to receive compensation or other benefits for any period after termination for Cause as defined in Section 1(b) hereof.

b.Notwithstanding any other provision of this Agreement to the contrary, any payments made to the Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. Section 1828(k)) and the regulations promulgated thereunder, including 12 C.F.R. Part 359.

18.Reinstatement of Benefits After Regulatory Action. If the Executive is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by an action of a regulatory agency having jurisdiction over the Employers during the term of this Agreement and a Change in Control, as defined herein, occurs, the Employers will assume their obligation to pay and the Executive will be entitled to receive all of the termination benefits provided for under Section 3 of this Agreement only upon the Employer's (or its successor's) receipt of a dismissal of charges by the regulatory agency.

19.Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, in the County of Los Angeles, California, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., Los Angeles, California, or its successor (“JAMS”), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of California Code of Civil Procedure § 1280 et seq. as the exclusive forum for the resolution of such dispute; provided, however, that if provisional injunctive relief is not available, or is not available in a timely manner, through such arbitration, then provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Either you or the Employers may initiate the arbitration process by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in state or federal district court, as applicable to the claim at issue. A late request will be void. Final resolution of any dispute through arbitration may include any remedy or relief that the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties hereto acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or your employment. The parties hereto agree that the Employers shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator’s fee. You and the Employers further agree that in any proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to its or her reasonable attorneys’ fees and costs (other than forum costs associated with the arbitration) incurred by it or the Executive in connection with resolution of the dispute in addition to any other relief granted. Notwithstanding this provision, the parties hereto may mutually agree to mediate any dispute prior to or following submission to arbitration.

20.Payment of Costs and Legal Fees. All reasonable costs and legal fees paid or incurred by the Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Employers if the Executive is successful on the merits pursuant to a legal judgment, arbitration or settlement in the Executive’s favor. Such payment or reimbursement shall be made within sixty (60) days after the settlement or resolution that gives rise to the Executive’s right to reimbursement; provided, however, that the Executive shall have submitted to the Employers documentation supporting such expenses at such time and in such manner as the Employers may reasonably require.

21.Entire Agreement. This Agreement embodies the entire agreement between the Company and the Executive with respect to the matters agreed to herein. All prior agreements between the Company and the Executive with respect to the matters agreed to herein are hereby superseded and shall have no force or effect, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive of a kind elsewhere provided. No provision of this Agreement shall be interpreted to mean that Executive is subject to receiving fewer benefits than those available to Executive without reference to this Agreement.

22.Internal Revenue Code Section 409A. The Employers and the Executive acknowledge that each of the payments and benefits to the Executive under this Agreement must either comply with the requirements of Section 409A of the Code and the regulations thereunder or qualify for an exception from compliance. To that end, the Employers and the Executive agree that:

a.the legal fee reimbursements described in Section 20 are intended to satisfy the requirements for a “reimbursement plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements;

b.the medical and dental coverage described in Section 3 are intended (A) if furnished in-kind, to be exempt from compliance with Section 409A of the Code as a welfare benefit plan described in Treasury Regulation Section 1.409A-1(b)(5) and (B) if furnished by reimbursement, to satisfy the requirements for a “reimbursement or in-kind benefit plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements; and

c.the Standard Termination Entitlements payable upon termination of employment described in Section 3 are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(3) as payments made pursuant to the Employers’ customary payment timing arrangements.

All other payments and benefits due to the Executive under this Agreement on account of Executive’s termination of employment that are not exempt from Section 409A of the Code shall not be paid prior to, and shall, if necessary, be deferred to and paid on the later of the earliest date on which the Executive experiences a separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) on the date of Executive’s separation from service, the first day of the seventh month following Executive’s separation from service.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**HANMI FINANCIAL CORPORATION
& HANMI BANK**

/s/ Bonnie Lee _____
Bonnie Lee, President & CEO

EXECUTIVE

/s/ Matthew Fuhr _____
Matthew Fuhr, EVP & Chief Credit Officer

TWO-YEAR CHANGE IN CONTROL AGREEMENT

THIS CHANGE IN CONTROL AGREEMENT (this “Agreement”) is made effective as of the 6th day of November 2025 (the “Effective Date”), by and among Hanmi Financial Corporation, a Delaware corporation (the “Company”), Hanmi Bank (the “Bank”), a wholly-owned subsidiary of the Company, and Anthony Kim (the “Executive”). The Company and the Bank are sometimes collectively referred to as the “Employers.”

WITNESSETH

WHEREAS, the Executive is currently employed as an officer of the Company and/or the Bank ;

WHEREAS, the Company and/or the Bank desire to assure the Executive’s continued active participation in the business of the Employers; and

WHEREAS, to induce the Executive to remain in the employ of the Company and/or the Bank and in consideration of the Executive agreeing to remain in the employ of the Company and/or the Bank, the parties desire to specify the severance benefits that would be due to the Executive if the Executive’s employment with the Company and/or the Bank terminates under specified circumstances.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and upon the other terms and conditions hereinafter provided, the parties hereby agree as follows:

1. Definitions. The following words and terms shall have the meanings set forth below for the purposes of this Agreement:

a. Base Salary. The Executive’s “Base Salary” for purposes of this Agreement means the Executive’s annual base salary in effect immediately before the occurrence of the circumstance giving rise to the Executive’s termination, or, if greater, the Executive’s annual base salary in effect immediately before the Change in Control.

b. Cause. Termination of the Executive’s employment for “Cause” shall mean termination because of personal dishonesty, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, material breach of the Company’s or the Bank’s Code of Business Conduct and Ethics, willful violation of any law, rule or regulation (other than traffic violations or similar offenses) or final cease-and-desist order, or willfully engaging in actions that in the reasonable opinion of the Employer’s Board of Directors (“Board of Directors”) will likely cause substantial financial harm or substantial injury to the business reputation of the Company or the Bank. For purposes of this paragraph, no act or failure to act on the Executive’s part shall be considered “willful” unless done, or omitted to be done, by the Executive not in good faith and without reasonable belief that the Executive’s action or omission was in the best interests of the Employers. Executive’s employment shall not be terminated for “Cause” in accordance with this paragraph for any act or action or failure to act that is undertaken or omitted in accordance with a resolution of the Board of Directors or upon the written advice of the Employers’ counsel.

c. Change in Control. “Change in Control” of the Bank or Company means any transaction or series of related transactions as a result of which:

i. **Merger:** The Company or the Bank merges into or consolidates with another entity, or merges another Bank or corporation into the Bank or the Company, and as a result, less than a majority of the combined voting power of the resulting corporation immediately after the merger or consolidation is held by persons who were stockholders of the Company or the Bank immediately before the merger or consolidation;

ii. **Acquisition of Significant Share Ownership:** A person or persons acting in concert has or have become the beneficial owner of 25% or more of a class of the Company's or the Bank's voting securities; provided, however, this clause (2) shall not apply to beneficial ownership of the Company's or the Bank's voting shares held in a fiduciary capacity by an entity of which the Company directly or indirectly beneficially owns 50% or more of its outstanding voting securities;

iii. **Change in Board Composition:** During any period of two consecutive years, individuals who constitute the Company's or the Bank's Board of Directors at the beginning of the two-year period cease for any reason to constitute at least a majority of the Company's or the Bank's Board of Directors; provided, however, that for purposes of this clause (3), each director who is first elected by the board or first nominated by the board by a vote of at least two-thirds (2/3) of the directors who were directors at the beginning of the two-year period shall be deemed to have also been a director at the beginning of such period; or

iv. **Sale of Assets:** The Company or the Bank sells to a third party all or substantially all of its assets.

d.Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

e.Date of Termination. "Date of Termination" shall mean (i) if the Executive's employment is terminated for Cause, the date on which the Notice of Termination is given, and (ii) if the Executive's employment is terminated for any other reason, the date specified in the Notice of Termination.

f.Disability. "Disability" shall mean termination because of any physical or mental impairment that qualifies the Executive for disability benefits under the applicable long-term disability plan maintained by the Employers or any subsidiary or, if no such plan applies, which would qualify the Executive for disability benefits under the Federal Social Security System.

g.Good Reason. "Good Reason" shall mean termination by the Executive following a Change in Control based on any of the following events, without the Executive's express written consent:

i. The assignment by the Company or the Bank to the Executive of any positions, duties, responsibilities or status that are materially less as compared to the Executive's positions, duties, responsibilities and status with the Employers immediately prior to a Change in Control, or a material change in the Executive's reporting responsibilities, titles or offices as an officer and employee and as in effect immediately prior to such a Change in Control, or any removal of the Executive from or any failure to re-elect the Executive to any of such responsibilities, titles or offices;

ii. A reduction in the Executive's base salary or award opportunity under the Employers' incentive compensation plans or arrangements as in effect immediately prior to the date of the Change in Control or as the same may be increased from time to time thereafter;

iii. A change in the Executive's principal place of employment by more than 25 miles from its location immediately prior to the Change in Control; or

iv. The failure by the Company to obtain the assumption of and agreement to perform this Agreement by any successor.

Notwithstanding the foregoing, prior to any termination of employment for Good Reason, the Executive must first provide written notice to the Company within ninety (90) days following the initial existence of the condition, describing the existence of such condition, and the Company shall thereafter have the right to remedy the condition within thirty (30) days of the date the Company received written notice from the Executive,

but the Company may waive its right to cure. If the Company remedies the condition within such thirty (30) day cure period, then no Good Reason shall be deemed to exist with respect to such condition. If the Company does not remedy the condition within such thirty (30) day cure period, then the Executive may deliver a Notice of Termination for Good Reason at any time within sixty (60) days following the expiration of such cure period.

h. IRS. IRS shall mean the Internal Revenue Service.

i. Notice of Termination. Any purported termination of the Executive's employment by the Employers for any reason, including without limitation for Cause or Disability, or by the Executive for any reason, including without limitation for Good Reason, shall be communicated by written "Notice of Termination" to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a dated notice that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specifies a Date of Termination, which shall be not less than thirty (30) nor more than ninety (90) days after such Notice of Termination is given, except in the case of the Employers' termination of the Executive's employment for Cause, which shall be effective immediately; and (iv) is given in the manner specified in Section 11 hereof.

2. Term of Agreement. The term of this Agreement shall be for twenty-four (24) months, commencing on the Effective Date. On January 1st of each calendar year that begins on or after the Effective Date, the term of the Agreement shall renew such that the remaining term shall be twenty-four (24) full calendar months beginning on such January 1st, unless either the Executive or the Employers provide the other party with written notice of non-renewal of the term at least sixty (60) days prior to such January 1st renewal date. References herein to the term of this Agreement shall refer both to the initial term and successive terms. A Notice of Termination shall be presumed to constitute a notice of termination of this Agreement.

3. Benefits Upon Termination. If the Executive's employment by the Company or the Bank is terminated on or within two (2) years subsequent to a Change in Control and during the term of this Agreement by (i) the Company or Bank for other than Cause, Disability, or the Executive's death or (ii) the Executive for Good Reason (a "Qualifying Termination"), then the Company or the Bank shall pay the Executive in a lump sum in cash within ten (10) days after the Date of Termination or, in the event of the Executive's death after a Qualifying Termination but prior to payment, the Executive's beneficiary or beneficiaries (or estate in the event there is no beneficiary election) the aggregate of the following amounts:

a. Salary. Earned but unpaid Base Salary through the Date of Termination;

b. Pro-Rata Annual Cash Incentive. Any annual cash incentive pursuant to any applicable incentive plan that covers the Executive, which incentive would be paid or payable if the Executive and the Company and/or the Bank were to satisfy all performance-related conditions to the Executive receiving (i) the annual incentive at target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), with such amount pro-rated through the Date of Termination or, (ii) if greater, the Executive's annual incentive at target in effect immediately before the Change in Control, with such amount pro-rated through the Date of Termination;

c. Other Compensation and Benefit Plans. All benefits due to the Executive as a former employee other than pursuant to this Agreement under the Bank's and the Company's compensation and benefits plans (the items described in Sections 3(a), (b) and (c), the "Standard Termination Entitlements");

d. Cash Severance. An amount equal to two (2) times the sum of (a) the Executive's Base Salary, or if greater, the Executive's Base Salary immediately before the Change in Control, and (b) the greater of the Executive's (i) average annual cash incentive earned in the prior three (3) consecutive calendar years, or (ii) the annual cash incentive that would be paid or payable to the Executive receiving the annual incentive at

target for the fiscal year in which the Date of Termination occurs (or for the prior fiscal year if the incentive opportunity has not yet been determined), as if the Executive and the Bank were to satisfy all performance-related conditions;

e. Continued Insurance Benefits. If the Executive timely elects to continue Bank-provided health insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) law, the Bank will pay directly or, at its election, reimburse the Executive for the cost of such COBRA premiums, at the same level as the Executive maintained as of the Date of Termination, through the end of the COBRA period (18 months), or until such time as the Executive qualifies for health insurance benefits through a new employer, whichever occurs first (the “COBRA Period”). The reimbursement shall be for 100% of the Executive’s COBRA premiums, as well as for the Executive’s eligible dependents’ COBRA premiums, and the coverage to be provided on this basis shall be health and dental coverage. Notwithstanding the foregoing, if (x) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the period of continuation coverage to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a) (5), or (y) the Bank is otherwise unable to continue to cover you under its group health plans without incurring penalties (including without limitation, pursuant to the Patient Protection and Affordable Care Act or Section 2716 of the Public Health Service Act or any other health care law), then, in either case, an amount equal to each remaining COBRA premium under such plans shall thereafter be paid to the Executive in substantially equal monthly installments over the COBRA Period (or the remaining portion thereof); and

f. Equity Awards. Executive’s time-vesting equity awards shall fully and automatically vest as of the date of such Change in Control and Executive’s performance-vesting equity awards shall be treated in accordance with the terms of the plan document and applicable award agreement governing such performance-vesting equity award.

4. Limitation of Benefits under Certain Circumstances. If the payments and benefits pursuant to Section 3 hereof (the “Severance Benefits”), either alone or together with other payments and benefits that the Executive has the right to receive from the Employers, would constitute a “parachute payment” under Section 280G of the Code, and but for this Section 4, would be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then notwithstanding the provisions of Section 3, the Severance Benefits shall be reduced (the “Benefit Reduction”) by the minimum amount necessary to result in no portion of the Severance Benefits being subject to the Excise Tax, provided, however, that the Benefit Reduction shall occur only if such reduction would result in the Executive’s “Net After-Tax Amount” attributable to the Severance Benefits being greater than it would be if no Benefit Reduction was effected. For this purpose, “Net After-Tax Amount” shall mean the net amount of Severance Benefits the Executive is entitled to under this Agreement after giving effect to all federal, state and local taxes that would be applicable to such payments and benefits, including but not limited to, the Excise Tax. The determination of whether the Benefit Reduction shall be effected shall be based upon consultation with an independent tax advisor selected by the Employers and paid by the Employers. Such independent tax advisor shall be reasonably acceptable to the Employers and the Executive; shall promptly prepare the foregoing analysis, but in no event later than thirty (30) days from the Date of Termination; and may use such actuaries as such independent tax advisor deems necessary or advisable for this purpose. Nothing contained herein shall result in a reduction of any payments or benefits to which the Executive may be entitled upon termination of employment under any circumstances other than as specified in this Section 4, or a reduction in the payments and benefits specified in Section 3 below zero.

5. No Mitigation; Exclusivity of Benefits.

a. The Executive shall not be required to mitigate the amount of any benefits hereunder by seeking other employment or otherwise. The amount of severance to be provided pursuant to Section 3 hereof

shall not be reduced by any compensation earned by the Executive as a result of employment by another employer after the Date of Termination or otherwise.

b. The specific arrangements referred to herein are not intended to exclude any other benefits that may be available to the Executive upon a termination of employment with the Employers pursuant to employee benefit plans of the Employers or otherwise.

6. Withholding. All payments required to be made by the Employers hereunder to the Executive shall be subject to the withholding of such amounts, if any, relating to tax and other payroll deductions as the Employers may reasonably determine should be withheld pursuant to any applicable law or regulation.

7. Nature of Employment and Obligations.

a. Nothing contained herein shall be deemed to create other than a terminable at will employment relationship between the Employers and the Executive, and the Employers may terminate the Executive's employment at any time, subject to providing any payments specified herein in accordance with the terms hereof.

b. Nothing contained herein shall create or require the Employers to create a trust of any kind to fund any benefits that may be payable hereunder, and to the extent that the Executive acquires a right to receive benefits from the Employers hereunder, such right shall be no greater than the right of any unsecured general creditor of the Employers.

8. Source and Allocation of Payments. All monetary payments and non-monetary benefits provided in this Agreement shall be timely paid in cash or check, or otherwise provided for, from the general funds of (a) the Company or (b) to the extent provided under an agreement between the Company and the Bank governing the allocation of expenses, the Bank, it being the intent of this Agreement to provide for the aggregate compensation due to the Executive for all services provided by Executive to the Bank and/or the Company.

9. No Attachment.

a. Except as required by law, no right to receive payments under this Agreement shall be subject to anticipation, commutation, alienation, sale, assignment, encumbrance, charge, pledge, or hypothecation, or to execution, attachment, levy, or similar process or assignment by operation of law, and any attempt, voluntary or involuntary, to affect any such action shall be null, void, and of no effect.

b. This Agreement shall be binding upon, and inure to the benefit of, the Executive, the Bank, the Company and their respective successors and assigns.

10. Assignability. The Bank will assign its rights and obligations hereunder in whole to any successor. The Executive may not assign or transfer this Agreement or any rights or obligations hereunder.

11. Notice. For the purposes of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective addresses set forth below:

To the Company or the Bank:

Hanmi Financial Corporation
900 Wilshire Boulevard, Suite 1250
Los Angeles, California 90017

Attention: Chairman of the Board of Directors

To the Executive:

Most Recent Address on File with the Company or the Bank

12.Amendment; Waiver. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing and signed by the Executive and such officer or officers as may be specifically designated by the Board of Directors of the Company and/or the Bank to sign on their behalf; provided, however, that this Agreement shall be subject to amendment in the future in such manner as the Company and/or the Bank shall reasonably deem necessary or appropriate to effect compliance with Section 409A and the regulations thereunder and to avoid the imposition of penalties and additional taxes under Section 409A, it being the express intent of the parties that any such amendment shall not diminish the economic benefit of the Agreement to the Executive on a present value basis. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

13.Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California.

14.Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15.Validity. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

16.Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

17.Miscellaneous Provisions.

a.This Agreement does not create any obligation on the part of the Employers to make payments to (or to employ) Executive unless a Change in Control of the Bank or the Company shall have occurred. Following a Change in Control, Executive's employment may be terminated at any time, but any termination, other than a termination for Cause, shall not prejudice the Executive's right to compensation or other benefits under this Agreement. The Executive shall not have the right to receive compensation or other benefits for any period after termination for Cause as defined in Section 1(b) hereof.

b.Notwithstanding any other provision of this Agreement to the contrary, any payments made to the Executive pursuant to this Agreement, or otherwise, are subject to and conditioned upon their compliance with Section 18(k) of the Federal Deposit Insurance Act (12 U.S.C. Section 1828(k)) and the regulations promulgated thereunder, including 12 C.F.R. Part 359.

18.Reinstatement of Benefits After Regulatory Action. If the Executive is suspended and/or temporarily prohibited from participating in the conduct of the Employer's affairs by an action of a regulatory agency having jurisdiction over the Employers during the term of this Agreement and a Change in Control, as defined herein, occurs, the Employers will assume their obligation to pay and the Executive will be entitled to receive all of the termination benefits provided for under Section 3 of this Agreement only upon the Employer's (or its successor's) receipt of a dismissal of charges by the regulatory agency.

19.Arbitration. Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, in the County of Los Angeles, California, before a sole arbitrator selected from Judicial Arbitration and Mediation Services, Inc., Los Angeles, California, or its successor (“JAMS”), or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, and shall be conducted in accordance with the provisions of California Code of Civil Procedure § 1280 et seq. as the exclusive forum for the resolution of such dispute; provided, however, that if provisional injunctive relief is not available, or is not available in a timely manner, through such arbitration, then provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Either you or the Employers may initiate the arbitration process by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in state or federal district court, as applicable to the claim at issue. A late request will be void. Final resolution of any dispute through arbitration may include any remedy or relief that the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator’s award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties hereto acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or your employment. The parties hereto agree that the Employers shall be responsible for payment of the forum costs of any arbitration hereunder, including the Arbitrator’s fee. You and the Employers further agree that in any proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to its or her reasonable attorneys’ fees and costs (other than forum costs associated with the arbitration) incurred by it or the Executive in connection with resolution of the dispute in addition to any other relief granted. Notwithstanding this provision, the parties hereto may mutually agree to mediate any dispute prior to or following submission to arbitration.

20.Payment of Costs and Legal Fees. All reasonable costs and legal fees paid or incurred by the Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Employers if the Executive is successful on the merits pursuant to a legal judgment, arbitration or settlement in the Executive’s favor. Such payment or reimbursement shall be made within sixty (60) days after the settlement or resolution that gives rise to the Executive’s right to reimbursement; provided, however, that the Executive shall have submitted to the Employers documentation supporting such expenses at such time and in such manner as the Employers may reasonably require.

21.Entire Agreement. This Agreement embodies the entire agreement between the Company and the Executive with respect to the matters agreed to herein. All prior agreements between the Company and the Executive with respect to the matters agreed to herein are hereby superseded and shall have no force or effect, except that this Agreement shall not affect or operate to reduce any benefit or compensation inuring to Executive of a kind elsewhere provided. No provision of this Agreement shall be interpreted to mean that Executive is subject to receiving fewer benefits than those available to Executive without reference to this Agreement.

22.Internal Revenue Code Section 409A. The Employers and the Executive acknowledge that each of the payments and benefits to the Executive under this Agreement must either comply with the requirements of Section 409A of the Code and the regulations thereunder or qualify for an exception from compliance. To that end, the Employers and the Executive agree that:

a.the legal fee reimbursements described in Section 20 are intended to satisfy the requirements for a “reimbursement plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements;

b.the medical and dental coverage described in Section 3 are intended (A) if furnished in-kind, to be exempt from compliance with Section 409A of the Code as a welfare benefit plan described in Treasury Regulation Section 1.409A-1(b)(5) and (B) if furnished by reimbursement, to satisfy the requirements for a “reimbursement or in-kind benefit plan” described in Treasury Regulation section 1.409A-3(i)(1)(iv)(A) and shall be administered to satisfy such requirements; and

c.the Standard Termination Entitlements payable upon termination of employment described in Section 3 are intended to be exempt from Section 409A of the Code pursuant to Treasury Regulation Section 1.409A-1(b)(3) as payments made pursuant to the Employers’ customary payment timing arrangements.

All other payments and benefits due to the Executive under this Agreement on account of Executive’s termination of employment that are not exempt from Section 409A of the Code shall not be paid prior to, and shall, if necessary, be deferred to and paid on the later of the earliest date on which the Executive experiences a separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) on the date of Executive’s separation from service, the first day of the seventh month following Executive’s separation from service.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**HANMI FINANCIAL CORPORATION
& HANMI BANK**

/s/ Bonnie Lee _____
Bonnie Lee, President & CEO

EXECUTIVE

/s/ Anthony Kim _____
Anthony Kim, SEVP & Chief Banking Officer

**Certification of Principal Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Bonita I. Lee, President and Chief Executive Officer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 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 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: November 7, 2025

/s/ Bonita I. Lee
Bonita I. Lee
President and Chief Executive Officer
(Principal Executive Officer)

**Certification of Principal Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002**

I, Romolo C. Santarosa, Senior Executive Vice President and Chief Financial Officer, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q 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 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 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: November 7, 2025

/s/ Romolo C. Santarosa
Romolo C. Santarosa
Senior Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

**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 Quarterly Report of Hanmi Financial Corporation (the "Company") on Form 10-Q for the period ended September 30, 2025, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Bonita I. Lee, 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 Section 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 as of, and for, the period presented.

Date: November 7, 2025

/s/ Bonita I. Lee

Bonita I. Lee

President and Chief Executive Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure statement. 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 SEC or its staff upon request.

**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 Quarterly Report of Hanmi Financial Corporation (the "Company") on Form 10-Q for the period ended September 30, 2025, as filed with the Securities and Exchange Commission (the "SEC") on the date hereof (the "Report"), I, Romolo C. Santarosa, Senior 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 Section13(a) or Section 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 as of, and for, the periods presented.

Date: November 7, 2025

/s/ Romolo C. Santarosa

Romolo C. Santarosa

Senior Executive Vice President and Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure statement. 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 SEC or its staff upon request.
