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

FORM 8-K

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

Date of Report (Date of earliest event reported): July 30, 2026

HANMI FINANCIAL CORPORATION
(Exact Name of Registrant as Specified in its Charter)

Delaware	000-30421	95-4788120
(State or Other Jurisdiction of Incorporation)	(Commission File No.)	(I.R.S. Employer Identification No.)

900 Wilshire Boulevard, Suite 1250, Los Angeles, California	90017
(Address of Principal Executive Offices)	(Zip Code)

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

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 1.01 **Entry into a Material Definitive Agreement**

On July 30, 2026, Hanmi Financial Corporation (the "Company"), the holding company for Hanmi Bank, a California state-chartered bank (the "Bank"), entered into Subordinated Note Purchase Agreements (collectively, the "Agreements") with certain qualified institutional buyers and institutional accredited investors (the "Purchasers") and, pursuant to the Agreements, issued to the Purchasers $55.0 million in aggregate principal amount of the Company's 6.50% Fixed-to-Floating Rate Subordinated Notes due 2036 (the "Notes"). The Notes were offered and sold in a private placement in reliance on exemptions from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act"), and Rule 506(b) of Regulation D thereunder.

The Company intends to use the net proceeds from the issuance and sale of the Notes to redeem its currently outstanding 3.75% Fixed-to-Floating Rate Subordinated Notes due 2031 in an aggregate payment amount of $110.0 million (the "2031 Notes") and for general corporate purposes. The Notes are intended to qualify at the holding company level as Tier 2 capital under the capital guidelines of the Federal Reserve Board.

The Notes, which mature on July 31, 2036, bear interest at a fixed annual rate of 6.50% for the period up to, but excluding, July 31, 2031 (the "Fixed Interest Rate Period"). From and including July 31, 2031 until maturity or redemption (the "Floating Interest Rate Period"), the interest rate will adjust to a floating rate equal to a benchmark rate, which is expected to be the then-current Three-Month Term SOFR, plus 234 basis points. The Company will pay interest in arrears semi-annually during the Fixed Interest Rate Period and quarterly during the Floating Interest Rate Period. The Notes constitute unsecured and subordinated obligations of the Company and rank junior in right of payment to any senior indebtedness and obligations to general and secured creditors. Subject to limited exceptions, the Company cannot redeem the Notes before the fifth anniversary of the issuance date. Thereafter, the Notes are redeemable by the Company on July 31, 2031 and any subsequent interest payment date.

The Agreements and Notes contain customary subordination provisions, representations and warranties, covenants, and events of default.

The foregoing description of the Agreements and the Notes does not purport to be complete and is qualified in its entirety by reference to the form of the Agreements and the form of the Notes, which are filed as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K and are incorporated by reference into this Item 1.01.

Item 2.03 **Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant**

The discussion under Item 1.01 is incorporated by reference into this Item 2.03.

Item 7.01 Regulation FD Disclosure

In connection with the offering of the Notes, the Company delivered an investor presentation to potential investors on a confidential basis, a copy of which is furnished herewith as Exhibit 99.1.

The information furnished in this Item 7.01 and in Exhibit 99.1 of this Current Report on Form 8-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, and such information shall not be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

Item 8.01 Other Events

On July 30, 2026, the Company provided notice to the trustee to redeem all $110.0 million of the outstanding principal amount of the 2031 Notes. The redemption price for the 2031 Notes will equal 100% of the aggregate principal amount of the 2031 Notes, plus accrued and unpaid interest to, but excluding the redemption date. The redemption is expected to occur on or about September 1, 2026.

On July 30, 2026, the Company issued a press release announcing the completion of the offering of the Notes. A copy of the press release is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Cautionary Note Regarding Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act, Section 21E of the Securities Exchange Act, and the Private Securities Litigation Reform Act of 1995. The Company intends its forward-looking statements to be covered by the safe harbor provisions for forward-looking statements in this Current Report on Form 8-K. All statements regarding the Company's expected financial position and operating results, the Company's business strategy, the Company's financial plans, forecasted demographic and economic trends relating to the Company's industry and similar matters are forward-looking statements. These statements can sometimes be identified by the Company's use of forward-looking words such as "may," "will," "anticipate," "estimate," "expect," or "intend." The Company cannot guarantee that its expectations in such forward-looking statements will turn out to be correct. The Company's actual results could be materially different from expectations because of various factors, including changes in economic conditions or interest rates, credit risk, inflation, tariffs, cybersecurity risks, changes in FDIC assessments, bank failures, difficulties in managing the Company's growth, competition, changes in law or the regulatory environment, and changes in general business and economic trends. Information concerning these and other factors, including Risk Factors, can be found in the Company's periodic filings with the Securities and Exchange Commission, including the discussion under the heading "Item 1A. Risk Factors" in the Company's 2025 Annual Report on Form 10-K. The Company does not undertake, and specifically disclaims, any obligation to publicly revise any forward-looking statements to reflect the occurrence of anticipated or unanticipated events or circumstances after the date of such statements, except as required by law. Accordingly, you should not place undue reliance on forward-looking statements.

Item 9.01 **Financial Statements and Exhibits**

(a) Financial statements of businesses acquired. None.

(b) Pro forma financial information. None.

(c) Shell company transactions: None.

(d) Exhibits.

4.1	Form of 6.50% Fixed-to-Floating Rate Subordinated Note due 2036 of Hanmi Financial Corporation
10.1	Form of Subordinated Note Purchase Agreement, dated as of July 30, 2026, by and between Hanmi Financial Corporation and the several Purchasers
99.1	Investor Presentation
99.2	Press release dated July 30, 2026
104	Cover Page Interactive Data File (embedded in the cover page formatted in Inline XBRL)

SIGNATURES

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

	HANMI FINANCIAL CORPORATION
DATE: July 30, 2026	By: */s/ Bonita I. Lee*
	Bonita I. Lee
	President and Chief Executive Officer

Exhibit 4.1

FORM OF GLOBAL SUBORDINATED NOTE

HANMI FINANCIAL CORPORATION

6.50% Fixed-to-Floating Rate Subordinated Note due 2036

THIS OBLIGATION (THIS "NOTE") IS NOT A DEPOSIT, IS NOT AN OBLIGATION OF AN INSURED DEPOSITORY INSTITUTION, AND IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (THE "FDIC") OR ANY OTHER GOVERNMENT AGENCY OR FUND.

THE INDEBTEDNESS EVIDENCED BY THIS NOTE IS SUBORDINATED AND JUNIOR IN RIGHT OF PAYMENT TO THE CLAIMS OF CREDITORS (OTHER THAN CREDITORS OF EXISTING OR FUTURE SUBORDINATED DEBT) OF HANMI FINANCIAL CORPORATION (THE "ISSUER"), INCLUDING OBLIGATIONS OF THE ISSUER TO ITS GENERAL AND SECURED CREDITORS AND IS UNSECURED. IT IS INELIGIBLE AS COLLATERAL FOR ANY EXTENSION OF CREDIT BY THE ISSUER OR ANY OF ITS SUBSIDIARIES. IN THE EVENT OF LIQUIDATION, ALL CREDITORS OF THE ISSUER (OTHER THAN CREDITORS OF EXISTING AND FUTURE SUBORDINATED INDEBTEDNESS OF THE ISSUER) SHALL BE ENTITLED TO BE PAID IN FULL WITH SUCH INTEREST AS MAY BE PROVIDED BY LAW BEFORE ANY PAYMENT SHALL BE MADE ON ACCOUNT OF PRINCIPAL OF OR INTEREST ON THIS NOTE. AFTER PAYMENT IN FULL OF ALL SUMS OWING TO SUCH CREDITORS, THE HOLDER OF THIS NOTE AND THE HOLDERS OF OTHER OBLIGATIONS RANKING PARI PASSU WITH THIS NOTE SHALL BE ENTITLED TO BE PAID FROM THE REMAINING ASSETS OF THE ISSUER THE UNPAID PRINCIPAL AMOUNT OF THIS NOTE PLUS ACCRUED AND UNPAID INTEREST THEREON BEFORE ANY PAYMENT OR OTHER DISTRIBUTION, WHETHER IN CASH, PROPERTY OR OTHERWISE, SHALL BE MADE ON ACCOUNT OF ANY SHARES OF CAPITAL STOCK OF THE ISSUER.

THIS SUBORDINATED NOTE IS A GLOBAL SUBORDINATED NOTE AS PROVIDED IN THE PURCHASE AGREEMENT HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF CEDE & CO. AS NOMINEE OF THE DEPOSITORY TRUST COMPANY ("DTC") OR A NOMINEE OF DTC. TRANSFERS OF THIS SUBORDINATED NOTE WILL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

UNLESS THIS SUBORDINATED NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF DTC TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SUBORDINATED NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

THIS NOTE WILL BE ISSUED AND MAY BE TRANSFERRED ONLY IN MINIMUM DENOMINATIONS OF $100,000 AND MULTIPLES OF $10,000 IN EXCESS THEREOF. ANY ATTEMPTED TRANSFER OF THIS NOTE IN A DENOMINATION OF LESS THAN $10,000 SHALL BE DEEMED TO BE VOID AND OF NO LEGAL EFFECT WHATSOEVER. ANY SUCH PURPORTED TRANSFEREE SHALL BE DEEMED NOT TO BE THE HOLDER OF THIS NOTE FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE RECEIPT OF PAYMENTS ON THIS NOTE, AND SUCH PURPORTED TRANSFEREE SHALL BE DEEMED TO HAVE NO INTEREST WHATSOEVER IN THIS NOTE.

THIS NOTE MAY BE SOLD ONLY IN COMPLIANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS. THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY APPLICABLE STATE OR FEDERAL SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

CERTAIN ERISA CONSIDERATIONS:

THE HOLDER OF THIS NOTE, OR ANY INTEREST HEREIN, BY ITS ACCEPTANCE HEREOF OR THEREOF AGREES, REPRESENTS AND WARRANTS THAT IT IS NOT AN EMPLOYEE BENEFIT PLAN, INDIVIDUAL RETIREMENT ACCOUNT OR OTHER PLAN OR ARRANGEMENT SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE") (EACH, A "PLAN"), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY PLAN'S INVESTMENT IN THE ENTITY, AND NO PERSON INVESTING "PLAN ASSETS" OF ANY PLAN MAY ACQUIRE OR HOLD THIS NOTE OR ANY INTEREST HEREIN, UNLESS SUCH PURCHASER OR HOLDER IS ELIGIBLE FOR THE EXEMPTIVE RELIEF AVAILABLE UNDER U.S. DEPARTMENT OF LABOR PROHIBITED TRANSACTION CLASS EXEMPTION 96-23, 95-60, 91-38, 90-1 OR 84-14 OR ANOTHER APPLICABLE EXEMPTION OR ITS PURCHASE AND HOLDING OF THIS NOTE, OR ANY INTEREST HEREIN, ARE NOT PROHIBITED BY SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE WITH RESPECT TO SUCH PURCHASE AND HOLDING. ANY PURCHASER OR HOLDER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE DEEMED TO HAVE REPRESENTED BY ITS PURCHASE AND HOLDING THEREOF THAT EITHER: (I) IT IS NOT AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN TO WHICH TITLE I OF ERISA OR SECTION 4975 OF THE CODE IS APPLICABLE, A TRUSTEE OR OTHER PERSON ACTING ON BEHALF OF ANY SUCH EMPLOYEE BENEFIT PLAN OR OTHER PLAN, OR ANY OTHER PERSON OR ENTITY USING THE "PLAN ASSETS" OF ANY SUCH PLAN OR OTHER PLAN TO FINANCE SUCH PURCHASE OR (II) SUCH PURCHASE OR HOLDING WILL NOT RESULT IN A PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE FOR WHICH FULL EXEMPTIVE RELIEF IS NOT AVAILABLE UNDER APPLICABLE STATUTORY OR ADMINISTRATIVE EXEMPTION.

ANY FIDUCIARY OF ANY PLAN WHO IS CONSIDERING THE ACQUISITION OF THIS NOTE OR ANY INTEREST HEREIN SHOULD CONSULT WITH HIS OR HER LEGAL COUNSEL PRIOR TO ACQUIRING THIS NOTE OR ANY INTEREST HEREIN.

No. [•] CUSIP [•]

HANMI FINANCIAL CORPORATION
6.50% Fixed-to-Floating Rate Subordinated Note due 2036

1. Subordinated Notes. This Note is one of a duly authorized issue of notes of Hanmi Financial Corporation, a corporation formed under the laws of the State of Delaware (the "Issuer") designated as 6.50% Fixed-to-Floating Subordinated Notes 2036 (herein called the "Subordinated Notes"), issued pursuant to that Subordinated Note Purchase Agreement dated July 30, 2026, between the Issuer and the several purchasers of the Subordinated Notes identified in the signature pages thereto (the "Purchase Agreement").

2. Payment. The Issuer, for value received, promises to pay to Cede & Co., as nominee of The Depository Trust Company, or its registered assigns, the principal sum of ___________ Dollars (U.S.) ($_______), plus accrued but unpaid interest on July 31, 2036 (the "Maturity Date") and to pay interest thereon (i) from and including the original issue date of the Subordinated Notes to but excluding July 31, 2031 or the earlier redemption date contemplated by Section 9 (Redemption) of this Note (the "Fixed Rate Period"), at the rate of 6.50% per annum, computed on the basis of a 360-day year consisting of twelve 30-day months and payable semi-annually in arrears on January 31 and July 31 of each year (each payment date, a "Fixed Interest Payment Date"), beginning on January 31, 2027, and (ii) from and including July 31, 2031 to but excluding the Maturity Date or earlier redemption date contemplated by Section 9 (Redemption) of this Note (the "Floating Rate Period"), at the rate per annum, reset quarterly, equal to the Floating Interest Rate (as defined below) determined on the Floating Interest Determination Date (as defined below) of the applicable interest period plus 234.0 basis points, provided, that in the event the Floating Interest Rate is less than zero, then the Floating Interest Rate shall be deemed to be zero, computed on the basis of a 360-day year and the actual number of days elapsed and payable quarterly in arrears (each quarterly period a "Floating Interest Period") on January 31, April 30, July 31 and October 31 of each year (each payment date, a "Floating Interest Payment Date"). Dollar amounts resulting from this calculation shall be rounded to the nearest cent, with one-half cent being rounded up. The term "Floating Interest Determination Date" means the date upon which the Floating Interest Rate is determined by the Calculation Agent pursuant to the Three-Month Term SOFR Conventions (as defined below).

(a) An "Interest Payment Date" is either a Fixed Interest Payment Date or a Floating Interest Payment Date, as applicable.

(b) The "Floating Interest Rate" means:

(i) Initially, Three-Month Term SOFR (as defined below).

(ii) Notwithstanding the foregoing clause (i) of this Section 2(b):

(1) If the Calculation Agent determines prior to the relevant Floating Interest Determination Date that a Benchmark Transition Event and its related Benchmark Replacement Date (each of such terms as defined below) have occurred with respect to Three- Month Term SOFR, then the Issuer shall promptly provide notice of such determination to the Noteholders (as defined below) and Section 2(c) (Effect of Benchmark Transition Event) will thereafter apply to all determinations, calculations and quotations made or obtained for the purposes of calculating the Floating Interest Rate payable on the Subordinated Notes during a relevant Floating Interest Period.

(2) However, if the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Three-Month Term SOFR, but for any reason the Benchmark Replacement has not been determined as of the relevant Floating Interest Determination Date, the Floating Interest Rate for the applicable Floating Interest Period will be equal to the Floating Interest Rate on the last Floating Interest Determination Date for the Subordinated Notes, as determined by the Calculation Agent (as defined below).

(iii) If the then-current Benchmark is Three-Month Term SOFR and any of the foregoing provisions concerning the calculation of the interest rate and the payment of interest during the Floating Rate Period are inconsistent with any of the Three-Month Term SOFR Conventions (as defined below) determined by the Calculation Agent, then the relevant Three-Month Term SOFR Conventions will apply.

(c) Effect of Benchmark Transition Event.

(i) If the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time (as defined below) in respect of any determination of the Benchmark (as defined below) on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Subordinated Notes during the relevant Floating Interest Period in respect of such determination on such date and all determinations on all subsequent dates.

(ii) In connection with the implementation of a Benchmark Replacement, the Calculation Agent will have the right to make Benchmark Replacement Conforming Changes from time to time, and such changes shall become effective without consent from the relevant Noteholders or any other party.

(iii) Any determination, decision or election that may be made by the Issuer or by the Calculation Agent pursuant to the benchmark transition provisions set forth herein, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date, and any decision to take or refrain from taking any action or any selection:

(1) will be conclusive and binding absent manifest error;

(2) if made by the Issuer as the Calculation Agent, will be made in the Issuer's sole discretion;

(3) if made by the Calculation Agent other than the Issuer, will be made after consultation with the Issuer, and the Calculation Agent will not make any such determination, decision or election to which the Issuer reasonably objects; and

(4) notwithstanding anything to the contrary in this Note or the Purchase Agreement, shall become effective without consent from the Noteholders or any other party.

(iv) For the avoidance of doubt, after a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, interest payable on this Note for the Floating Rate Period will be an annual rate equal to the sum of the applicable Benchmark Replacement and the spread specified on the face hereof.

(v) As used in this Note:

(1) "Benchmark" means, initially, Three-Month Term SOFR; provided that if the Calculation Agent determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Three-Month Term SOFR or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement.

(2) "Benchmark Replacement" means the Interpolated Benchmark with respect to the then-current Benchmark; provided that if (a) the Calculation Agent cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date or (b) the then-current Benchmark is Three-Month Term SOFR and a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Three-Month Term SOFR (in which event no Interpolated Benchmark with respect to Three-Month Term SOFR shall be determined), then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Calculation Agent, as of the Benchmark Replacement Date:

a. the sum of (i) Compounded SOFR and (ii) the Benchmark Replacement Adjustment;

b. the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the Benchmark Replacement Adjustment;

c. the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment;

d. the sum of: (i) the alternate rate of interest that has been selected by the Calculation Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment.

(3) "Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Calculation Agent, as of the Benchmark Replacement Date:

a. the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

b. if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

c. the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar denominated floating rate notes at such time.

(4) "Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Floating Interest Period," timing and frequency of determining rates with respect to each Floating Interest Period and making payments of interest, rounding of amounts or tenors and other administrative matters) that the Calculation Agent decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent determines is reasonably necessary).

(5) "Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark:

a. in the case of clause (a) of the definition of "Benchmark Transition Event," the relevant Reference Time in respect of any determination;

b. in the case of clause (b) or (c) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

c. in the case of clause (d) of the definition of "Benchmark Transition Event," the date of such public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for purposes of such determination.

(6) "Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark:

a. if the Benchmark is Three-Month Term SOFR, the Calculation Agent determines that the use of a forward-looking rate for a tenor of three months based on SOFR is not administratively feasible;

b. a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

c. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

d. a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative.

(7) "Calculation Agent" means such bank or other entity (which may be the Issuer or an affiliate of the Issuer) as may be appointed by the Issuer to act as Calculation Agent for the Subordinated Notes during the Floating Rate Period.

(8) "Compounded SOFR" means the compounded average of SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Calculation Agent in accordance with:

a. the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining Compounded SOFR; *provided* that:

b. if, and to the extent that, the Calculation Agent determines that Compounded SOFR cannot be determined in accordance with clause (a) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Calculation Agent giving due consideration to any industry-accepted market practice for U.S. dollar denominated floating rate notes at such time.

For the avoidance of doubt, the calculation of Compounded SOFR shall exclude the Benchmark Replacement Adjustment (if applicable) and the spread of 234.0 basis points per annum.

(9) "Corresponding Tenor" with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding Business Day adjustment) as the applicable tenor for the then-current Benchmark.

(10) "FRBNY" means the Federal Reserve Bank of New York.

(11) "FRBNY's Website" means the website of the FRBNY at http://www.newyorkfed.org, or any successor source

(12) Interpolated Benchmark" with respect to the Benchmark means the rate determined for the Corresponding Tenor by interpolating on a linear basis between: (1) the Benchmark for the longest period (for which the Benchmark is available) that is shorter than the Corresponding Tenor and (2) the Benchmark for the shortest period (for which the Benchmark is available) that is longer than the Corresponding Tenor.

(13) "ISDA" means the International Swaps and Derivatives Association, Inc. or any successor thereto.

(14) "ISDA Definitions" means the 2006 ISDA Definitions published by the ISDA or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

(15) "ISDA Fallback Adjustment" means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor.

(16) "ISDA Fallback Rate" means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

(17) "Reference Time" with respect to any determination of a Benchmark means (1) if the Benchmark is Three-Month Term SOFR, the time determined by the Calculation Agent after giving effect to the Three-Month Term SOFR Conventions, and (2) if the Benchmark is not Three-Month Term SOFR, the time determined by the Calculation Agent after giving effect to the Benchmark Replacement Conforming Changes.

(18) "Relevant Governmental Body" means the Board of Governors of the Federal Reserve System (the "Federal Reserve") and/or the FRBNY, or a committee officially endorsed or convened by the Federal Reserve and/or the FRBNY or any successor thereto.

(19) "SOFR" means the daily Secured Overnight Financing Rate provided by the FRBNY, as the administrator of the Benchmark (or a successor administrator), on the FRBNY's Website.

(20) "Term SOFR" means the forward-looking term rate based on SOFR as published by the Term SOFR Administrator.

(21) “Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of Three-Month Term SOFR selected by the Calculation Agent in its reasonable discretion)..

(22) “Three-Month Term SOFR” means the rate for Term SOFR for a tenor of three months that is published by the Term SOFR Administrator at the Reference Time for any Floating Interest Period, as determined by the Calculation Agent after giving effect to the Three-Month Term SOFR Conventions; provided, however, that if Three-Month Term SOFR determined as provided above would be less than zero, than Three-Month Term SOFR shall be deemed to be zero.

(23) “Three-Month Term SOFR Conventions” means any determination, decision or election with respect to any technical, administrative or operational matter (including with respect to the manner and timing of the publication of Three-Month Term SOFR, or changes to the definition of “Floating Interest Period,” timing and frequency of determining Three-Month Term SOFR with respect to each Floating Interest Period and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Calculation Agent decides may be appropriate to reflect the use of Three-Month Term SOFR as the Benchmark in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for the use of Three-Month Term SOFR exists, in such other manner as the Calculation Agent determines is reasonably necessary).

(24) “Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(d) In the event that any Fixed Interest Payment Date during the Fixed Rate Period falls on a day that is not a Business Day (as defined below), the interest payment due on that date shall be postponed to the next day that is a Business Day and no additional interest shall accrue as a result of that postponement. In the event that any Floating Interest Payment Date during the Floating Rate Period falls on a day that is not a Business Day (as defined below), the interest payment due on that date shall be postponed to the next day that is a Business Day and interest shall accrue to but excluding the date interest is paid. However, if the postponement would cause the day to fall in the next calendar month during the Floating Interest Period, the Floating Interest Payment Date shall instead be brought forward to the immediately preceding Business Day. The term “Business Day” means any day other than a Saturday or Sunday or any other day on which banking institutions in the State of California are generally authorized or required by law or executive order to be closed.

3. Subordination. The indebtedness of the Issuer evidenced by the Subordinated Notes, including the principal and interest on this Note, shall be subordinate and junior in right of payment to the prior payment in full of all existing claims of creditors of the Issuer, whether now outstanding or subsequently created, assumed, guaranteed or incurred (collectively, “Senior Indebtedness”), which shall consist of principal of (and premium, if any) and interest, if any, on: (a) all indebtedness of the Issuer for money borrowed, whether or not evidenced by bonds, debentures, securities, notes or other written instruments, and all obligations to the Issuer’s general and secured creditors; (b) any deferred obligations of the Issuer for the payment of the purchase

price of property or assets acquired (other than such obligations to trade creditors related to property or assets acquired in the ordinary course of business); (c) all obligations, contingent or otherwise, of the Issuer in respect of any letters of credit, bankers' acceptances, security purchase facilities and similar credit transactions; (d) any capital lease obligations of the Issuer; (e) all obligations of the Issuer in respect of interest rate swap, cap or other agreements, interest rate future or option contracts, currency swap agreements, currency future or option contracts, commodity contracts and other similar arrangements; (f) all obligations of the type referred to in clauses (a) through (e) of other persons for the payment of which the Issuer is responsible or liable as obligor, guarantor or otherwise; (g) all obligations of the types referred to in clauses (a) through (f) of other persons secured by a lien on any property or asset of the Issuer, and (h) any deferrals, renewals or extensions of obligations of the types referred to in clauses (a) through (g) above; except "Senior Indebtedness" does not include (i) the Subordinated Notes, (ii) any obligation that by its terms expressly is junior to, or ranks equally in right of payment with, the Subordinated Notes, including the Issuer's existing 3.75% fixed-to-floating rate subordinated notes due 2031 in the principal amount of $110.0 million, or (iii) any indebtedness between the Issuer and any of its subsidiaries or Affiliates. This Note is not secured by any assets of the Issuer. "Affiliate" means, with respect to any Person, such Person's immediate family members, partners, members or parent and subsidiary corporations, and any other Person directly or indirectly controlling, controlled by, or under common control with said Person and their respective Affiliates. "Person" means an individual, a corporation (whether or not for profit), a partnership, a limited liability company, a joint venture, an association, a trust, an unincorporated organization, a government or any department or agency thereof (including a governmental agency) or any other entity or organization.

In the event of liquidation of the Issuer, holders of Senior Indebtedness of the Issuer shall be entitled to be paid in full with such interest as may be provided by law before any payment shall be made on account of principal of or interest on this Subordinated Note. Additionally, in the event of any bankruptcy, insolvency, dissolution, assignment for the benefit of creditors or any liquidation or winding up of or relating to the Issuer, whether voluntary or involuntary, holders of Senior Indebtedness shall be entitled to be paid in full before any payment shall be made on account of the principal of or interest on the Subordinated Notes, including this Note. In the event of any such proceeding, after payment in full of all sums owing with respect to the Senior Indebtedness, the registered holders of the Subordinated Notes from time to time (each a "Noteholder" and, collectively, the "Noteholders"), together with the holders of any obligations of the Issuer ranking on a parity with the Subordinated Notes, shall be entitled to be paid from the remaining assets of the Issuer the unpaid principal thereof, and the unpaid interest thereon before any payment or other distribution, whether in cash, property or otherwise, shall be made (i) with respect to any obligation that by its terms expressly is junior, in right of payment, to the Subordinated Notes, or any indebtedness between the Issuer and any of its subsidiaries or Affiliates or (ii) on account of any shares of capital stock of the Issuer.

If there shall have occurred and be continuing (a) a default in any payment with respect to any Senior Indebtedness or (b) an event of default with respect to any Senior Indebtedness as a result of which the maturity thereof is accelerated, unless and until such payment default or event of default shall have been cured or waived or shall have ceased to exist, no payments shall be made by the Issuer with respect to the Subordinated Notes. The provisions of this paragraph shall not apply to any payment with respect to which the immediately preceding paragraph of this Section 3 would be applicable.

Nothing herein shall act to prohibit, limit or impede the Issuer from issuing additional debt of the Issuer having the same rank as the Subordinated Notes or which may be junior or senior in rank to the Subordinated Notes.

4. Merger and Sale of Assets. The Issuer shall not merge into another entity, effect a Change in Bank Control, or convey, transfer or lease substantially all of its properties and assets to any person, unless:

(a) the continuing entity into which the Issuer is merged or the person which acquires by conveyance or transfer or which leases substantially all of the properties and assets of the Issuer shall be a corporation, association or other legal entity organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and expressly assumes the due and punctual payment of the principal of and any premium and interest on the Subordinated Notes according to their terms, and the due and punctual performance of all covenants and conditions hereof on the part of the Issuer to be performed or observed; and

(b) immediately after giving effect to such transaction, no Event of Default (as defined below), and no event which, after notice or lapse of time or both, would become an Event of Default, shall have happened and be continuing.

"Change in Bank Control" means the sale, transfer, lease or conveyance by the Issuer, or an issuance of stock by Hanmi Bank, the wholly owned subsidiary of the Issuer (the "Bank"), in either case resulting in ownership by the Issuer of less than 80% of the Bank.

5. Events of Default; Acceleration; Compliance Certificate. Notwithstanding any cure periods provided for below, the Issuer shall promptly notify the Noteholder in writing when the Issuer becomes aware of any event described below. Regardless of whether Issuer has provided the forgoing notice, each of the following events shall constitute an "Event of Default":

(a) the Issuer fails to pay any principal or installment of interest on this Note when due (or, in the case of interest, within fifteen days of its due date);

(b) the Issuer materially fails to keep or perform any of its material agreements, undertakings, obligations, covenants or conditions under the Purchase Agreement or this Note (other than as provided for under paragraph (a) above) and such failure continues for a period of thirty (30) days after the Issuer has received written notice thereof from the Noteholder;

(c) any certification made to the Noteholder pursuant to the Purchase Agreement by the Issuer or otherwise made in writing to the Noteholder in connection with or as contemplated by the Purchase Agreement or this Note by the Issuer shall be materially incorrect or false as of the delivery date of such certification, or any representation to the Noteholder by the Issuer as to the financial condition or credit standing of the Issuer is or proves to be materially false or misleading;

(d) the entry of a decree or order for relief in respect of the Issuer by a court having jurisdiction in the premises in an involuntary case or proceeding under any applicable bankruptcy, insolvency, or reorganization law, now or hereafter in effect of the United States or any political subdivision thereof, and such decree or order will have continued unstayed and in effect for a period of 60 consecutive days;

(e) the Issuer (i) becomes insolvent or is unable to pay its debts as they mature, (ii) makes an assignment for the benefit of creditors, (iii) admits in writing its inability to pay its debts as they mature, or (iv) ceases to be a bank holding company under the Bank Holding Company Act of 1956, as amended;

(f) the commencement by the Issuer of a voluntary case under any applicable bankruptcy, insolvency or reorganization law, now or hereafter in effect of the United States or any political subdivision thereof, or the consent by the Issuer to the entry of a decree or order for relief in an involuntary case or proceeding under any such law; or

(g) the liquidation of the Issuer (for avoidance of doubt, "liquidation" does not include any merger, consolidation, sale of equity or assets or reorganization (exclusive of a reorganization in bankruptcy) of the Issuer or any of its subsidiaries).

Unless the principal of this Note already shall have become due and payable, if an Event of Default set forth in subsection (d) or (f) above shall have occurred and be continuing, the Noteholder of this Note, by notice in writing to the Issuer, may declare the principal amount of this Note to be due and payable immediately and, upon any such declaration the same shall become and shall be immediately due and payable. EXCEPT AS DESCRIBED IN THE PRECEDING SENTENCE, THERE IS NO RIGHT OF ACCELERATION IN THE CASE OF A DEFAULT IN THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS NOTE OR IN THE PERFORMANCE OF ANY OTHER OBLIGATION OF THE ISSUER HEREUNDER.

The Issuer waives demand, presentment for payment, notice of nonpayment, notice of protest, and all other notices. The Issuer, within 45 calendar days after the receipt of written notice from any Noteholders of the occurrence of an Event of Default with respect to this Note, shall mail to all Noteholders, at their addresses shown on the Security Register (as defined in Section 13 below), such written notice of Event of Default, unless such Event of Default shall have been cured or waived before the giving of such notice as certified by the Issuer in writing.

6. Affirmative Covenants of the Issuer.

(a) Notice of Certain Events. To the extent permitted by applicable statute, rule or regulation, unless the Issuer is then subject to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), the Issuer shall provide written notice to the Noteholder of the occurrence of any of the following events within 30 calendar days of the Issuer becoming aware of the occurrence of such event:

(i) The total risk-based capital ratio, Tier 1 risk-based capital ratio, common equity Tier 1 risk-based capital ratio or leverage ratio of either the Issuer or Hanmi Bank (the "Bank"), is less than ten percent (10.0%), eight percent (8.0%), six and one half percent (6.5%) or five percent (5.0%), respectively, as of the end of any calendar quarter;

(ii) The Issuer, the Bank or any officer of the Issuer or the Bank, becomes subject to any formal, written regulatory enforcement action;

(iii) The ratio of (A) non-accrual loans and any other loans that are ninety (90) days or more past due plus other real estate owned (excluding any such loans that are guaranteed or covered by any governmental agency or government-sponsored entity) to (B) total assets of the Issuer becomes greater than five percent (5.0%), as of the end of any calendar quarter; or

(iv) There is a change in ownership of 25% or more of the outstanding securities of the Issuer entitled to vote for the election of directors.

(b) Compliance with Laws. The Issuer and each Subsidiary shall comply with the requirements of all laws, regulations, orders and decrees applicable to it or its properties, except for such noncompliance that would not reasonably be expected to result in a Material Adverse Effect (as defined in the Purchase Agreement) (i) in the condition (financial or otherwise), or in the earnings of the Issuer, whether or not arising in the ordinary course of business, or (ii) on the ability of the Issuer to perform its obligations under this Note.

(c) Taxes and Assessments. The Issuer shall punctually pay and discharge all material taxes, assessments, and other governmental charges or levies imposed upon it or upon its income or upon any of its properties; provided, that no such taxes, assessments or other governmental charges need be paid if they are being contested in good faith by the Issuer.

(d) Compliance Certificate. The Issuer will deliver to the Noteholders, within one hundred and twenty (120) days after the end of each fiscal year, an officer's certificate (the "Compliance Certificate") covering the preceding calendar year, stating whether or not, to the best of his or her knowledge, the Issuer is in default in the performance and observance of any of the terms, provisions and conditions of the Purchase Agreement and the Subordinated Notes (without regard to notice requirements of periods of grace) and if the Issuer will be in default, specifying all such defaults and the nature and status thereof or which he or she may have knowledge.

(e) Financial Statements; Access to Records.

(i) Unless the Issuer is then subject to Section 13 or 15(d) of the Exchange Act, not later than forty-five (45) days following the end of each semi-annual or quarterly period, as applicable, for which the Issuer has not submitted a Consolidated Financial Statements for Holding Companies Reporting Form FR Y-9C to the Federal Reserve, upon request, the Issuer shall provide the Noteholder with a copy of the Issuer's unaudited parent company only balance sheet and statement of income for and as of the end of such immediately preceding fiscal quarter, prepared in accordance with past practice. Quarterly financial statements, if required herein, shall be unaudited and need not comply with GAAP.

(ii) Unless the Issuer is then subject to Section 13 or 15(d) of the Exchange Act, not later than ninety (90) days from the end of each fiscal year (or, if the Issuer's auditors have not yet then issued the auditor's report, promptly following the issuance of such report), upon request, the Issuer shall provide the Noteholder with copies of the Issuer audited financial statements consisting of the consolidated balance sheet of the Issuer as of the fiscal year end and the related statements of income and comprehensive income, changes in stockholders' equity and cash flows for the fiscal year then ended. Such financial statements shall be prepared in accordance with GAAP applied on a consistent basis throughout the period involved.

7. Negative Covenants of the Issuer.

(a) Limitation on Dividends. The Issuer shall not declare or pay any dividend or make any distribution on capital stock or other equity securities of any kind of the Issuer if the Issuer or the Bank is not "well capitalized" for regulatory purposes (either immediately prior to the declaration of such dividend or distribution or after giving effect to such dividend or distribution), except for (i) dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, any class of the Issuer's common stock; (ii) the declaration and payment of a dividend of rights to subscribe or purchase shares of the Issuer's stock in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; or (iii) dividends payable in shares of the Issuer's stock or rights to purchase such shares as a result of a reclassification of the Issuer's capital stock or the exchange or conversion of one class or series of the Issuer's capital stock for another class or series of the Issuer's capital stock.

8. Failure to Make Payment. In the event of failure by the Issuer to make any required payment of principal or interest on this Note (and, in the case of payment of interest, such failure to pay shall have continued for thirty (30) calendar days), the Issuer will, upon demand of the Noteholder, pay to the Noteholder the amount then due and payable on this Note for principal and interest (without acceleration of the Subordinated Note in any manner), with interest on the overdue principal and interest at the rate borne by this Note, to the extent permitted by applicable law. If the Issuer fails to pay such amount upon such demand, the Noteholder may, among other things, institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Issuer and collect the amounts adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer.

Upon the occurrence of a failure by the Issuer to make any required payment of principal or interest on the Subordinated Note, or an Event of Default until such Event of Default is cured by the Issuer, the Issuer shall not (a) declare or pay any dividends or distributions on, or redeem, purchase, acquire, or make a liquidation payment with respect to, any of the Issuer's capital stock, (b) make any payment of principal or interest or premium, if any, on or repay, repurchase or redeem any debt securities of the Issuer that rank equal with or junior to the Subordinated Notes, or (c) make any payments under any guarantee that ranks equal with or junior to the Subordinated Notes, other than (i) any dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, any class of the Issuer's common stock; (ii) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; (iii) as a result of a reclassification of the Issuer's capital stock or the exchange or conversion of one class or series of the Issuer's capital stock for another class or series of the Issuer's capital stock; (iv) the purchase of fractional interests in shares of the Issuer's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; or (v) purchases of any class of the Issuer's common stock related to the issuance of common stock or rights under any benefit plans for the Issuer's directors, officers or employees or any of the Issuer's dividend reinvestment plans. The limitations imposed by the provisions of this Section 8 shall apply whether or not the Noteholder has notified the Issuer of an Event of Default.

9. Redemption.

(a) Redemption Prior to Fifth Anniversary. Subject to Section 9(c) hereof, this Note shall not be redeemable by the Issuer in whole or in part prior to the fifth anniversary of the date upon which this Note was issued to Noteholder (the "Issue Date"), except that in the event of: (i) a Tier 2 Capital Event (as defined below), (ii) a Tax Event (as defined below), or (iii) an Investment Company Event (as defined below), the Issuer may redeem this Note in whole at any time at an amount equal to 100% of the principal amount outstanding plus accrued but unpaid interest to but excluding the redemption date and any late fee, if applicable. "Tier 2 Capital Event" means the Issuer's good faith determination that, as a result of (1) any amendment to, or change in, the laws, rules or regulations of the United States (including, for the avoidance of doubt, any agency or instrumentality of the United States, including the Federal Reserve and other federal bank regulatory agencies) or any political subdivision of or in the United States that is enacted or becomes effective after the Issue Date of this Note, (2) any proposed change in those laws, rules or regulations that is announced or becomes effective after the Issue Date of this Note, or (3) any official administrative decision or judicial decision or administrative action or other official pronouncement interpreting or applying those laws, rules, regulations, policies or guidelines with respect thereto that is announced after the Issue Date of this Note, there is more than an insubstantial risk that the Issuer will not be entitled to treat the Subordinated Notes then outstanding as Tier 2 capital (or its equivalent) for purposes of capital adequacy guidelines of the FRB, as then in effect and applicable to Issuer, for so long as any Subordinated Notes are outstanding. "Tax Event" means the receipt by the Issuer of an opinion of counsel to the Issuer that as a result of any amendment to, or change (including any final and adopted (or enacted) prospective change) in, the laws (or any regulations thereunder) of the United States or any political subdivision or taxing authority thereof or therein, or as a result of any official administrative pronouncement or judicial decision interpreting or applying such laws or regulations, there exists a material risk that interest payable by the Issuer on the Subordinated Notes is not, or within 120 days after the receipt of such opinion will not be, deductible by the Issuer, in whole or in part, for United States federal income tax purposes. "Investment Company Event" means receipt by Issuer of an opinion of counsel to the Issuer to the effect that there is more than an insubstantial risk that Issuer is or, within 120 days of the date of such legal opinion will be, considered an "investment company" that is required to be registered under the Investment Company Act of 1940, as amended.

(b) Redemption on or after Fifth Anniversary. On July 31, 2031 and on any Interest Payment date thereafter, subject to Section 9(c) hereof, this Note shall be redeemable by the Issuer, in whole or in part, at a redemption price equal to 100% of the outstanding principal amount to be redeemed, plus accrued but unpaid interest thereon to but excluding the redemption date.

(c) Regulatory Approvals. Any redemption or prepayment of this Note shall be subject to receipt of prior written approval of the FRB (or any successor Federal bank regulatory agency having supervisory authority over the Issuer) and any and all other required federal and state regulatory approvals. In the case of any redemption or prepayment of this Note, the Issuer will give the Noteholder notice not less than 30 nor more than 45 calendar days prior to the redemption or prepayment date as to the aggregate principal amount to be redeemed or prepaid.

(d) Partial Redemption. If less than the then outstanding principal amount of this Note is redeemed, (i) a new Subordinated Note shall be issued representing the unredeemed portion without charge to the holder thereof and (ii) such redemption shall be effected on a pro rata basis as to the Noteholders, subject to adjustments in the discretion of the Issuer (which will be provided to the Paying Agent and Registrar in writing) to ensure the unredeemed portion of this Note remains in an authorized denomination hereunder. For purposes of clarity, any redemption made pursuant to the terms of this Note shall be made on a pro rata basis, and, for purposes of a redemption processed through the Depositary, as defined below, on a "Pro Rata Pass-Through Distribution of Principal" basis, among all of the Subordinated Notes outstanding at the time thereof.

(e) Conditional Redemption. Any notice of redemption provided to the holder of this Note may be conditional in the Issuer's discretion, and the Issuer may delay the redemption date until such time as any or all of such conditions have been satisfied or revoked by the Issuer if it determines that such conditions will not be satisfied. The Issuer shall provide written notice to the holder of this Note prior to the close of business two Business Days prior to the redemption date (or such shorter period as may be acceptable to the holder of this Note) if any such redemption has been rescinded or delayed.

(f) Purchase and Resale of Notes. Subject to any required federal and state regulatory approvals and the provisions of this Note, the Issuer shall have the right to purchase any of the Subordinated Notes at any time in the open market, private transactions or otherwise. If the Issuer purchases any Subordinated Notes, it may, in its discretion, hold, resell or cancel any of the purchased Subordinated Notes.

(g) No Redemption at Option of Noteholder. This Note is not subject to redemption at the option of the holder of this Note.

(h) Effectiveness of Redemption. If notice of redemption has been duly given and notwithstanding that this Note has been called for redemption but has not yet been surrendered for cancellation, on and after the date fixed for redemption interest shall cease to accrue on the portion of this Note called for redemption, this Note shall no longer be deemed outstanding with respect to the portion called for redemption and all rights with respect to the portion of this Note called for redemption shall forthwith on such date fixed for redemption cease and terminate unless the Issuer shall default in the payment of the redemption price, except only the right of the holder hereof to receive the amount payable on such redemption, without interest.

10. Payment Procedures. Payment of the principal and interest payable on the Maturity Date will be made by check, or by wire transfer in immediately available funds to a bank account in the United States designated by the registered Noteholder of this Note if such Noteholder shall have previously provided wire instructions to the Issuer, upon presentation and surrender of this Note at the Payment Office (as defined in Section 16 below) or at such other place or places as the Issuer shall designate by notice to the registered Noteholders as the Payment Office, provided that this Note is presented to the Issuer in time for the Issuer to make such payments in such funds in accordance with its normal procedures. Payments of interest (other than interest payable on the Maturity Date) shall be made by wire transfer in immediately available funds or check mailed to the registered Noteholder, as such person's address appears on the Security Register. Interest payable on any Interest Payment Date shall be payable to the Noteholder in whose name this Note is registered at the close of business on the fifteenth (15^{th}) calendar day (whether or not a Business Day), preceding such Interest Payment Date (such date being referred to herein as the "Regular Record Date"), except that interest not paid on the Interest Payment Date, if any, will be paid to the Noteholder in whose name this Note is registered at the close of business on a special record date fixed by the Issuer (a "Special Record Date"), notice of which shall be given to the Noteholder not less than ten (10) calendar days prior to such Special Record Date. (The Regular Record Date and Special Record Date are referred to herein collectively as the "Record Dates"). To the extent permitted by applicable law, interest shall accrue, at the rate at which interest accrues on the principal of this Note, on any amount of principal or interest on this Note not paid when due. All payments on this Note shall be applied first against interest due hereunder; and then against principal due hereunder. The Noteholder acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be *pari passu* in right of payment and in all other respects to the other Subordinated Notes. In the event the Noteholder receives payments in excess of its pro rata share of the Issuer's payments to the holders of all of the Subordinated Notes, then the Noteholder shall hold in trust all such excess payments for the benefit of the Noteholders of the other Subordinated Notes and shall pay such amounts held in trust to such other Noteholders upon demand by such Noteholders.

11. Form of Payment. Payments of principal and interest on this Note shall be made in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts.

12. Global Subordinated Notes.

(a) Provided that applicable depository eligibility requirements are met, upon the written election of any Noteholder that is a Qualified Institutional Buyer, as defined in Rule 144A under the Securities Act, the Issuer shall use its commercially reasonable efforts to cause the Subordinated Notes owned by such Noteholders to be issued in the form of one or more Global Subordinated Notes (each a "Global Subordinated Note") registered in the name of The Depository Trust Company or another organization registered as a clearing agency under the Exchange Act, and designated as Depositary by the Issuer or any successor thereto (the "Depositary") or a nominee thereof and delivered to the Depositary or a nominee thereof.

(b) Notwithstanding any other provisions herein, no Global Subordinated Note may be exchanged in whole or in part for Subordinated Notes registered, and no transfer of a Global Subordinated Note in whole or in part may be registered, in the name of any person other than the Depositary for such Global Subordinated Note or a nominee thereof unless (i) the Depositary advises the Issuer in writing that such Depositary is no longer willing or able to properly discharge its responsibilities as Depositary with respect to such Global Subordinated

Note, and no qualified successor is appointed by the Issuer within ninety (90) days of receipt by the Issuer of such notice, (ii) such Depositary ceases to be a clearing agency registered under the Exchange Act and no successor is appointed by the Issuer within ninety (90) days after obtaining knowledge of such event, (iii) the Issuer elects to terminate the book-entry system through the Depositary or (iv) an Event of Default (as defined in Section 5 (Events of Default; Acceleration; Compliance Certificate)) shall have occurred and be continuing. Upon the occurrence of any event specified in clause (i), (ii), (iii) or (iv) of this Section 12(b), the Issuer or its agent shall notify the Depositary and instruct the Depositary to notify all owners of beneficial interests in such Global Subordinated Note of the occurrence of such event and of the availability of Subordinated Notes to such owners of beneficial interests requesting the same.

(c) If any Global Subordinated Note is to be exchanged for other Subordinated Notes or canceled in part, or if another Subordinated Note is to be exchanged in whole or in part for a beneficial interest in any Global Subordinated Note, then either (i) such Global Subordinated Note shall be so surrendered for exchange or cancellation as provided in this Section 12 or (ii) the principal amount thereof shall be reduced or increased by an amount equal to the portion thereof to be so exchanged or canceled, or equal to the principal amount of such other Subordinated Note to be so exchanged for a beneficial interest therein, as the case may be, by means of an appropriate adjustment made on the records of the Issuer or, if applicable, the Issuer's registrar and transfer agent ("Registrar"), whereupon the Issuer or, if applicable, the Registrar, in accordance with the applicable rules and procedures of the Depositary ("Applicable Depositary Procedures"), shall instruct the Depositary or its authorized representative to make a corresponding adjustment to its records. Upon any such surrender or adjustment of a Global Subordinated Note by the Depositary, accompanied by registration instructions, the Issuer shall execute and deliver any Subordinated Notes issuable in exchange for such Global Subordinated Note (or any portion thereof) in accordance with the instructions of the Depositary.

(d) Every Subordinated Note executed and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Subordinated Note or any portion thereof shall be executed and delivered in the form of, and shall be, a Global Subordinated Note, unless such Subordinated Note is registered in the name of a person other than the Depositary for such Global Subordinated Note or a nominee thereof.

(e) The Depositary or its nominee, as the registered owner of a Global Subordinated Note, shall be the holder of such Global Subordinated Note for all purposes under this Note, and owners of beneficial interests in a Global Subordinated Note shall hold such interests pursuant to Applicable Depositary Procedures. Accordingly, any such owner's beneficial interest in a Global Subordinated Note shall be shown only on, and the transfer of such interest shall be effected only through, records maintained by the Depositary or its nominee or its Depositary participants. If applicable, the Registrar shall be entitled to deal with the Depositary for all purposes relating to a Global Subordinated Note (including the payment of principal and interest thereon and the giving of instructions or directions by owners of beneficial interests therein and the giving of notices) as the sole holder of the Subordinated Note and shall have no obligations to the owners of beneficial interests therein. The Registrar shall have no liability in respect of any transfers undertaken by the Depositary.

(f) The rights of owners of beneficial interests in a Global Subordinated Note shall be exercised only through the Depositary and shall be limited to those established by law and agreements between such owners and the Depositary and/or its participants.

(g) No holder of any beneficial interest in any Global Subordinated Note held on its behalf by a Depositary shall have any rights with respect to such Global Subordinated Note, and the Depositary may be treated by the Issuer and any agent of the Issuer as the owner of such Global Subordinated Note for all purposes whatsoever. Neither the Company nor any agent of the Issuer will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Subordinated Note or maintaining, supervising or reviewing any records relating to such beneficial ownership interests. Notwithstanding the foregoing, nothing herein shall prevent the Issuer or any agent of the Issuer from giving effect to any written certification, proxy or other authorization furnished by a Depositary or impair, as between a Depositary and such holders of beneficial interests, the operation of customary practices governing the exercise of the rights of the Depositary (or its nominee) as holder of any Subordinated Note.

(h) The Issuer, within thirty (30) calendar days after the receipt of written notice from the Noteholder or any other holder of the Subordinated Notes of the occurrence of an Event of Default with respect to this Subordinated Note, shall mail to all the Noteholders, at their addresses shown on the Security Register (as defined in Section 13 (Registration of Transfer, Security Register) below), such written notice of Event of Default, unless such Event of Default shall have been cured or waived before the giving of such notice as certified by the Issuer in writing.

13. Registration of Transfer, Security Register. Except as otherwise provided herein, this Note is transferable in whole or in part, and may be exchanged for a like aggregate principal amount of Subordinated Notes of other authorized denominations, by the Noteholder in person, or by his attorney duly authorized in writing, at the Payment Office. The Issuer shall maintain a register providing for the registration of the Subordinated Notes and any exchange or transfer thereof (the "Security Register"). Upon surrender or presentation of this Note for exchange or registration of transfer, the Issuer shall execute and deliver in exchange therefor a Subordinated Note or Subordinated Notes of like aggregate principal amount, each in a minimum denomination of $100,000 or any amount in excess thereof which is an integral multiple of $10,000 (and, in the absence of an opinion of counsel satisfactory to the Issuer to the contrary, bearing the restrictive legend(s) set forth hereinabove) and that is or are registered in such name or names requested by the Noteholder. Any Note presented or surrendered for registration of transfer or for exchange shall be duly endorsed and accompanied by a written instrument of transfer in such form as is attached hereto and incorporated herein, duly executed by the Noteholder or his attorney duly authorized in writing, with such tax identification number or other information for each person in whose name a Subordinated Note is to be issued, and accompanied by evidence of compliance with any restrictive legend(s) appearing on such Subordinated Note or Subordinated Notes as the Issuer may reasonably request to comply with applicable law. No exchange or registration of transfer of this Note shall be made on or after the fifteenth day immediately preceding the Maturity Date.

14. Charges and Transfer Taxes. No service charge (other than any cost of delivery) shall be imposed for any exchange or registration of transfer of this Note, but the Issuer may require the payment of a sum sufficient to cover any stamp or other tax or governmental fee or charge that may be imposed in connection therewith (or presentation of evidence that such tax, charge or fee has been paid).

15. Ownership. Prior to due presentment of this Note for registration of transfer, the Issuer may treat the Noteholder in whose name this Note is registered in the Security Register as the absolute owner of this Note for receiving payments of principal and interest on this Note and for all other purposes whatsoever, whether or not this Note be overdue, and the Issuer shall not be affected by any notice to the contrary.

16. Notices. All notices to the Issuer under this Note shall be in writing and addressed to the Issuer at 900 Wilshire Boulevard, Suite 1250, Los Angeles, California 90017, Attention: President and CEO or to such other address as the Issuer may notify to the Noteholder (the "Payment Office"). All notices to the Noteholder shall be in writing and sent by first-class mail to each Noteholder at his or its address as set forth in the Security Register.

17. Denominations. The Subordinated Notes are issuable only as fully registered Notes without interest coupons in minimum denominations of $100,000 or any amount in excess thereof which is an integral multiple of $10,000.

18. Absolute and Unconditional Obligation of the Issuer. No provisions of this Note shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal and interest on this Note at the times, places and rate, and in the coin or currency, herein prescribed.

19. Waiver and Consent. Any consent or waiver given by the Noteholder of this Note shall be conclusive and binding upon such Noteholder and upon all future Noteholder of this Note and of any Note issued upon the registration of transfer hereof or in exchange therefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note. This Note may be also amended or waived pursuant to, and in accordance with, the provisions of Section 8.3 of the Purchase Agreement. If all or any portion of the Subordinated Notes ceases to qualify as Tier 2 Capital, other than due to the limitation imposed on the capital treatment of subordinated debt during the five (5) years immediately preceding the Maturity Date of the Subordinated Notes, the Issuer will immediately notify the Noteholders, and thereafter the Issuer and the Noteholders will work together in good faith to execute and deliver all agreements as reasonably necessary in order to restructure the applicable portions of the obligations evidenced by the Subordinated Notes to qualify as Tier 2 Capital, if requested by the Issuer; *provided*, *however*, that nothing contained in this Note shall limit the Issuer's right to redeem the Subordinated Notes if the Subordinated Notes cease to qualify as Tier 2 Capital as described herein.

(a) No delay or omission of the Noteholder to exercise any right or remedy accruing upon any Event of Default shall impair such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein.

(b) Any insured depository institution which shall be a Noteholder of this Note or which otherwise shall have any beneficial ownership interest in this Note shall, by its acceptance of such Note (or beneficial interest therein), be deemed to have waived any right of offset with respect to the indebtedness evidenced thereby.

20. Further Issues. The Issuer may, without the consent of the Noteholders, create and issue additional notes having the same terms and conditions of the Subordinated Notes (except for the Issue Date and issue price) so that such further notes shall be consolidated and form a single series with the Subordinated Notes.

21. Governing Law; Interpretation. This Note shall be governed by and construed in accordance with applicable federal law and the laws of the State of New York, without regard to conflict of laws principles of said state. This Note is intended to meet the criteria for qualification of the outstanding principal as Tier 2 capital under the regulatory guidelines of the FRB, and the terms hereof shall be interpreted in a manner to satisfy such intent.

22. Priority. The Subordinated Notes rank *pari passu* among themselves and *pari passu*, in the event of any insolvency proceeding, dissolution, assignment for the benefit of creditors, reorganization, restructuring of debt, marshaling of assets and liabilities or similar proceeding or any liquidation or winding up of the Issuer, with all other present or future unsecured subordinated debt obligations of the Issuer, except any unsecured subordinated debt that, pursuant to its express terms, is senior or subordinate in right of payment to the Subordinated Notes.

23. Status as Collateral. The obligation evidenced by this Note is ineligible as collateral for a loan by the Issuer or any subsidiary of the Issuer.

24. Defined Terms. Any capitalized term used herein and not otherwise defined shall have the meaning ascribed to it in the Purchase Agreement.

25. Successors and Assigns. This Note shall be binding upon the Issuer and inure to the benefit of the Noteholder and its respective successors and permitted assigns. The Noteholder may assign all, or any part of, or any interest in, the Noteholder's rights and benefits hereunder at any time without notice to or consent of the Issuer. To the extent of any such assignment, such assignee shall have the same rights and benefits against the Issuer and shall agree to be bound by and to comply with the terms and conditions of the Purchase Agreement as it would have had if it were the Noteholder hereunder. The Issuer may not assign this Note or its obligations hereunder except as provided in Section 4 hereto or with the prior written consent of the Noteholder.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Note to be duly executed and attested.

HANMI FINANCIAL CORPORATION

By: ______________________________

Name: Bonita I. Lee
Title: President and Chief Executive Officer

ATTEST:

____

Name: Romolo C. Santarosa
Title: Senior Executive Vice President and Chief Financial Officer

Authenticated for and on behalf of UNB BANK, National Association as Settlement Agent:

Name:
Title:

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

____

(Print or type assignee’s name, address and zip code)

____

(Insert assignee’s social security or tax I.D. No.)

and irrevocably appoint _______________________________ agent to transfer this Note on the books of HANMI FINANCIAL CORPORATION (the “Issuer”). The agent may substitute another to act for him.

Date: Your Signature: __________________________

Signature Guarantee: ____

(Signature must be guaranteed)

____

Sign exactly as your name appears on the other side of this Note.

The signature(s) must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”).

The signatory hereto hereby certifies that it ☐ is / ☐ is not an Affiliate of the Issuer and that, to its knowledge, the proposed transferee ☐ is / ☐ is not an Affiliate of the Issuer.

In connection with any transfer or exchange of any of the Note(s) evidenced by this certificate occurring prior to the date that is one year after the later of the date of original issuance of such Notes and the last date, if any, on which such Notes were owned by the Issuer or any Affiliate of the Issuer, the undersigned confirms that such Notes are being:

(1) ☐ acquired for the undersigned's own account, without transfer; or

(2) ☐ transferred to the Issuer; or

(3) ☐ transferred pursuant to and in compliance with Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"); or

(4) ☐ transferred pursuant to an effective registration statement under the Securities Act; or

(5) ☐ transferred pursuant to and in compliance with Regulation S under the Securities Act; or

(6) ☐ transferred to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act) that has furnished a signed letter containing certain representations and agreements; or

(7) ☐ transferred pursuant to another available exemption from the registration requirements of the Securities Act of 1933, as amended.

Unless one of the boxes is checked, the Issuer will refuse to register any of the Notes evidenced by this certificate in the name of any person other than the registered holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Issuer may require, prior to registering any such transfer of the Notes, in its sole discretion, such legal opinions, certifications and other information as the Issuer may reasonably request to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act of 1933, as amended, such as the exemption provided by Rule 144 under such Act.

Signature

Signature Guarantee:

Signature (must be guaranteed)	Signature

The signature(s) must be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to Exchange Act Rule 17Ad-15.

TO BE COMPLETED BY PURCHASER IF BOX (1) OR (3) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act of 1933, as amended, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Issuer as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

____

Signature

Date: _______________________

Exhibit 10.1

SUBORDINATED NOTE PURCHASE AGREEMENT

This **SUBORDINATED NOTE PURCHASE AGREEMENT** (this "Agreement") is dated as of July 30, 2026, and is made by and among Hanmi Financial Corporation, a Delaware corporation ("Company"), and the several purchasers of the Subordinated Notes (as defined herein) identified on the signature pages hereto (each a "Purchaser" and collectively, the "Purchasers").

RECITALS

WHEREAS, Company is offering up to $55,000,000 in aggregate principal amount of Subordinated Notes (as defined herein), which aggregate amount is intended to qualify as Tier 2 Capital (as defined herein).

WHEREAS, Company has engaged D.A. Davidson & Co. as its exclusive placement agent (the "Placement Agent") for the offering of the Subordinated Notes.

WHEREAS, each of the Purchasers is an institutional "accredited investor" as such term is defined by Rule 501 of Regulation D ("Regulation D") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a QIB (as defined herein).

WHEREAS, the offer and sale of the Subordinated Notes by Company is being made in reliance upon the exemptions from registration available under Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D promulgated under the Securities Act.

WHEREAS, each Purchaser is willing to purchase from Company a Subordinated Note in the principal amount set forth on each Purchaser's signature page hereto (the "Subordinated Note Amount") in accordance with the terms, subject to the conditions and in reliance on, the recitals, representations, warranties, covenants and agreements set forth herein and in the Subordinated Notes.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

1.1 Defined Terms. The following capitalized terms used in this Agreement and in the Subordinated Notes have the meanings defined or referenced below. Certain other capitalized terms used only in specific sections of this Agreement may be defined in such sections.

"Affiliate(s)" means, with respect to any Person, such Person's immediate family members, partners, members or parent and subsidiary corporations, and any other Person directly or indirectly controlling, controlled by, or under common control with such Person and their respective Affiliates. For the purposes of this definition, "control," when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble hereto.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Subordinated Note represented by a global certificate, the rules and procedures of DTC that apply to such transfer or exchange.

"Bank" means Hanmi Bank, a California state bank and a wholly-owned subsidiary of Company.

"Business Day" means any day other than a Saturday, Sunday, or any other day on which banking institutions in the State of California are permitted or required by any applicable law or executive order to close.

"Bylaws" means the Bylaws of Company, as amended, and as in effect on the Closing Date.

"Closing" has the meaning set forth in Section 2.4.

"Closing Date" means July 30, 2026.

"Company" has the meaning set forth in the preamble hereto and shall include any successor to Company by merger or otherwise.

"Company Covered Person" has the meaning set forth in Section 4.9.

"Company's Reports" means (i) the Company's Annual Report on Form 10-K for the year ended December 31, 2025, including the audited financial statements of the Company contained therein; (ii) the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as filed with the SEC, including the unaudited financial statements of the Company contained therein; (iii) the Company's Current Reports on Form 8-K, as filed with the SEC on January 29, 2026, April 23, 2026 and May 28, 2026; (iv) the Company's public reports for the year ended December 31, 2025, and the period ended March 31, 2026, as filed with the FRB as required by the regulations of the FRB; and (v) the Bank's public reports for the year ended December 31, 2025 and the period ended March 31, 2026, as filed with the FDIC as required by the regulations of the FDIC.

"Disbursement" has the meaning set forth in Section 3.1.

"Disqualification Event" has the meaning set forth in Section 4.9.

"DTC" means The Depository Trust Company.

"Equity Interest" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person which is not a corporation, and any and all warrants, options or other rights to purchase any of the foregoing.

“Event of Default” has the meaning set forth in the Subordinated Notes.

“Exchange Act” means the Securities Exchange Act of 1934, as amended, and the rules and the regulations of the SEC promulgated thereunder.

“FDIC” means the Federal Deposit Insurance Corporation.

“FRB” means the Board of Governors of the Federal Reserve System.

“GAAP” means generally accepted accounting principles in effect from time to time in the United States of America.

“Governmental Agency(ies)” means, individually or collectively, any federal, state, county or local governmental department, commission, board, regulatory authority or administrative agency (including, without limitation, each applicable Regulatory Agency) with jurisdiction over Company or any of its Subsidiaries, or any of their respective properties, assets or operations.

“Governmental Licenses” has the meaning set forth in Section 4.3.

“Hazardous Materials” means flammable explosives, asbestos, urea formaldehyde insulation, polychlorinated biphenyls, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, including, without limitation, any substances which are “hazardous substances,” “hazardous wastes,” “hazardous materials” or “toxic substances” under the Hazardous Materials Laws and/or other applicable environmental laws, ordinances or regulations.

“Hazardous Materials Laws” mean any laws, regulations, permits, licenses or requirements pertaining to the protection, preservation, conservation or regulation of the environment which relates to real property, including: the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; and all comparable state and local laws, laws of other jurisdictions or orders and regulations.

“Indebtedness” means: (i) all items arising from the borrowing of money that, according to GAAP as in effect from time to time, would be included in determining total liabilities as shown on the consolidated balance sheet of Company and its Subsidiaries; and (ii) all obligations secured by any lien on property owned by Company or any Subsidiary whether or not such obligations shall have been assumed; *provided*, *however*, Indebtedness shall not include deposits or other indebtedness created, incurred or maintained in the ordinary course of the business of Company or Bank (including, without limitation, federal funds purchased, advances from any Federal Home Loan Bank, secured deposits of municipalities, letters of credit issued by Company or Bank and repurchase arrangements, and interest rate swaps) and consistent with customary banking practices and applicable laws and regulations.

"Leases" means all leases, licenses or other documents providing for the use or occupancy of any portion of any Property, including all amendments, extensions, renewals, supplements, modifications, sublets and assignments thereof and all separate letters or separate agreements relating thereto.

"Material Adverse Effect" means, with respect to any Person, any change or effect that (i) is or would be reasonably likely to be material and adverse to the financial condition, results of operations or business of such Person and its Subsidiaries taken as a whole, or (ii) would materially impair the ability of such Person to perform its respective obligations under any of the Transaction Documents, or otherwise materially impede the consummation of the transactions contemplated hereby; *provided*, *however*, that "Material Adverse Effect" shall not be deemed to include the impact of (1) changes in banking and similar laws, rules or regulations of general applicability or interpretations thereof by Governmental Agencies, (2) changes in GAAP or regulatory accounting requirements applicable to financial institutions and their holding companies generally, (3) changes after the date of this Agreement in general economic or capital market conditions affecting financial institutions or their market prices generally, including changes in interest rates and/or the imposition of tariffs and any retaliatory responses, and not specifically related to Company, Bank or the Purchasers, (4) any acts of God, natural disasters, terrorism, armed hostilities, sabotage, war, epidemic, pandemic or disease outbreak or any escalation or worsening of any of the foregoing, (5) direct effects of compliance with this Agreement on the operating performance of Company, Bank or the Purchasers, including expenses incurred by Company or the Purchasers in consummating the transactions contemplated by this Agreement, and (6) the effects of any action or omission taken by Company with the prior written consent of the Purchasers, and vice versa, or as otherwise contemplated by this Agreement and the Subordinated Notes, which in the event of (1), (2), (3), (4) or (6), do not disproportionately affect the operations or business of Company or Bank, taken as a whole, in comparison to other banking institutions with similar operations.

"Maturity Date" means July 31, 2036.

"Noteholder" has the meaning set forth in the Subordinated Notes.

"Paying Agent" means UMB Bank, National Association, as payment agent under the Paying Agent Agreement, or any successor in accordance with the applicable provisions of the Paying Agent Agreement.

"Paying Agent Agreement" means the Paying Agent and Registrar Agreement, dated as of July 30, 2026, between the Company and UMB Bank, National Association, as paying agent and registrar, or any successor in accordance with the applicable provisions of the Paying Agent Agreement.

"Person" means an individual, a corporation (whether or not for profit), a partnership, a limited liability company, a joint venture, an association, a trust, an unincorporated organization, a government or any department or agency thereof (including a Governmental Agency) or any other entity or organization.

"Placement Agent" has the meaning set forth in the Recitals.

"Property" means any real property owned or leased by Company or any Affiliate or Subsidiary of Company.

"Purchaser" or "Purchasers" has the meaning set forth in the preamble hereto.

"QIB" means a "qualified institutional buyer" as such term is defined in Rule 144A of Regulation D promulgated under the Securities Act.

"Regulation D" has the meaning set forth in the Recitals.

"Regulatory Agency" means any federal or state agency charged with the supervision or regulation of depository institutions or holding companies of depository institutions, or engaged in the insurance of depository institution deposits, or any court, administrative agency or commission or other authority, body or agency having supervisory or regulatory authority with respect to Company, Bank or any of their Subsidiaries.

"SEC" means the Securities and Exchange Commission.

"Secondary Market Transaction" has the meaning set forth in Section 5.5.

"Securities Act" has the meaning set forth in the Recitals.

"Settlement Agent" means UMB Bank, National Association, as settlement agent under the Settlement Agent Agreement, or any successor in accordance with the applicable provisions of the Settlement Agent Agreement.

"Settlement Agent Agreement" means the Settlement Agent Services Agreement, dated as of July 30, 2026, between the Company and UMB Bank, National Association, as settlement agent.

"Subordinated Note" means the Subordinated Notes (or collectively, the "Subordinated Notes") in substantially the forms attached as Exhibit A-1 and Exhibit A-2 hereto, respectively, and issued pursuant to the terms of this Agreement, as amended, restated, supplemented or modified from time to time, and each Subordinated Note delivered in substitution or exchange for such Subordinated Note.

"Subordinated Note Amount" has the meaning set forth in the Recitals.

"Subsidiary" means with respect to any Person, any corporation or entity in which a majority of the outstanding Equity Interest is directly or indirectly owned by such Person.

"Tier 2 Capital" has the meaning given to the term "Tier 2 capital" in 12 C.F.R. Part 217 and 12 C.F.R. Part 250, as amended, modified and supplemented and in effect from time to time or any replacement thereof.

"Transaction Documents" has the meaning set forth in Section 3.2.1.

1.2 Interpretations. The foregoing definitions are equally applicable to both the singular and plural forms of the terms defined. The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "including" when used in this Agreement without the phrase "without limitation," shall mean "including, without limitation." All references to time of day herein are references to Eastern Time unless otherwise specifically provided. All references to this Agreement, Subordinated Notes, the Paying Agency Agreement and the Settlement Agent Agreement shall be deemed to be to such documents as amended, modified or restated from time to time. With respect to any reference in this Agreement to any defined term, (i) if such defined term refers to a Person, then it shall also mean all heirs, legal representatives and permitted successors and assigns of such Person, and (ii) if such defined term refers to a document, instrument or agreement, then it shall also include any amendment, replacement, extension or other modification thereof.

1.3 Exhibits Incorporated. All Exhibits attached hereto are hereby incorporated into this Agreement.

2. SUBORDINATED DEBT.

2.1 General Matters.

2.1.1 Certain Terms. Subject to the terms and conditions herein contained, Company proposes to issue and sell to the Purchasers, severally and not jointly, Subordinated Notes in an aggregate principal amount equal to the aggregate of the Subordinated Note Amounts. The Purchasers, severally and not jointly, each agree to purchase the Subordinated Notes in an amount equal to such Purchaser's Subordinated Note Amount from Company on the Closing Date in accordance with the terms of, and subject to the conditions and provisions set forth in, this Agreement and the Subordinated Notes. The Subordinated Note Amounts shall be disbursed in accordance with Section 3.1. The Subordinated Notes shall bear interest as set forth in the Subordinated Notes. The unpaid principal balance of the Subordinated Notes plus all accrued but unpaid interest thereon shall be due and payable on the Maturity Date, or such earlier date on which such amount shall become due and payable on account of (i) acceleration by the Purchasers in accordance with the terms of the Subordinated Notes and this Agreement or (ii) Company's delivery of a notice of redemption or repayment in accordance with the terms of the Subordinated Notes. Any partial redemption of the Subordinated Notes shall be made on a pro rata basis, and, for purposes of a redemption processed through DTC, on a "Pro Rata Pass-Through Distribution of Principal" basis, among all of the Notes outstanding at the time thereof.

2.1.2 Subordination. The Subordinated Notes shall be subordinated in accordance with the subordination provisions set forth therein.

2.2 Maturity Date. On the Maturity Date, all sums due and owing under this Agreement and the Subordinated Notes shall be repaid in full, unless such sums were payable and paid on an earlier date. Company acknowledges and agrees that the Purchasers have not made any commitments, either express or implied, to extend the terms of the Subordinated Notes past their Maturity Date, and shall not extend such terms beyond the Maturity Date unless Company and the Purchasers hereafter specifically otherwise agree in writing.

2.3 Unsecured Obligations; No Sinking Fund. The obligations of Company to the Purchasers under the Subordinated Notes shall be unsecured and not covered by a guarantee of Company or any Affiliate of Company. The Subordinated Notes are not entitled to the benefit of any sinking fund.

2.4 The Closing. The execution and delivery of the Transaction Documents and the purchase and sale of the Subordinated Notes (the "Closing") shall occur remotely via the electronic or other exchange of documents and signature pages, unless otherwise agreed by the parties, at 10:00 a.m. (local time) on the Closing Date, or at such other place or time or on such other date as the parties hereto may agree.

2.5 Payments. Company agrees that matters concerning payments and application of payments shall be as set forth in this Agreement and in the Subordinated Notes.

2.6 No Right of Offset. Each Purchaser hereby expressly waives any right of offset it may have against Company or any of its Subsidiaries.

2.7 Use of Proceeds. Company shall use the net proceeds from the sale of Subordinated Notes for the redemption of outstanding subordinated notes and for general corporate purposes.

3. DISBURSEMENT.

3.1 Disbursement. On the Closing Date, assuming all of the terms and conditions set forth in Section 3.2 have been satisfied or waived by Company or the Purchasers, as applicable, and Company has executed and delivered to each of the Purchasers this Agreement and any other related documents in form and substance reasonably satisfactory to the Purchasers, each Purchaser shall disburse in immediately available funds the Subordinated Note Amount set forth on each Purchaser's respective signature page hereto to Company in exchange for either (a) for each Purchaser who is a QIB, an electronic securities entitlement through the facilities of DTC in accordance with the Applicable Procedures with a principal amount equal to such Subordinated Note Amount, or (b) for each purchaser who is not a QIB, a physical Subordinated Note with a principal amount equal to such Subordinated Note Amount (the "Disbursement"). Company will deliver to the Settlement Agent one or more global certificates representing the Subordinated Notes registered in the name of Cede & Co., as nominee for DTC, representing all Subordinated Note Amounts settled through the facilities of DTC. Company will deliver to each Purchaser who is not a QIB a physical Subordinated Note in definitive form (or provide evidence of the same with the original to be delivered by Company by overnight delivery on the next business day in accordance with the delivery instructions of such Purchaser), registered in such names and denominations as such Purchasers may reasonably request. Company will also deliver to the Paying Agent a list of Purchasers receiving the Subordinated Notes in the Disbursement pursuant to clause (b) above.

3.2 <u>Conditions Precedent to Disbursement</u>. Prior to and as a condition of each Purchaser's obligation to consummate the purchase of such Purchaser's Subordinated Note and to effect the Disbursement, Company shall deliver or cause to be delivered to the Purchasers (or, with respect to the Settlement Agent Agreement, to the Settlement Agent) each of the following (or such Purchaser shall waive, in writing, such delivery, which written waiver shall be binding only on the Purchaser granting such waiver):

3.2.1 <u>Transaction Documents</u>. This Agreement and the Subordinated Notes (collectively, the "<u>Transaction Documents</u>"), each duly authorized and executed by Company.

3.2.2 <u>Authority Documents</u>.

3.2.2.1 A copy, certified by the Secretary or Assistant Secretary of Company, of the Certificate of Incorporation of Company;

3.2.2.2 A certificate of good standing of Company issued by the Secretary of State of the State of Delaware and a certificate of good standing of the Bank issued by the Secretary of the State of California;

3.2.2.3 A copy, certified by the Secretary or Assistant Secretary, of the Bylaws of Company;

3.2.2.4 A copy, certified by the Secretary or Assistant Secretary of Company, of the resolutions of the board of directors of Company and any committee thereof authorizing the issuance of the Subordinated Notes and the execution, delivery and performance of the Transaction Documents; and

3.2.2.5 An incumbency certificate of the Secretary or Assistant Secretary of Company certifying the names of the officer or officers of Company authorized to sign the Transaction Documents and the other documents provided for in this Agreement.

3.2.3 <u>Other Requirements</u>. Such other additional information regarding Company, Bank and any other Subsidiary of Company and their respective assets, liabilities (including any liabilities arising from, or relating to, legal proceedings) and contracts as a Purchaser may reasonably require.

3.2.4 <u>Officer's Certificate</u>. A certificate signed on behalf of Company by a senior executive officer certifying that the representations and warranties of Company set forth in this Agreement are true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date, except where the failure to be true and correct (without regard to any materiality or Material Adverse Effect qualifications contained therein), individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect (and except that (i) representations and warranties made as of a specified date shall only be required to be true and correct as of such date and (ii) the representations and warranties of Company set forth in <u>Sections 4.2.1</u> and <u>4.2.3</u> shall be true and correct in all respects).

3.2.5 Opinion of Counsel. The Purchasers and the Placement Agent shall have received the opinion of Luse Gorman, PC, counsel for Company, dated as of the Closing Date, substantially in the form attached hereto as Exhibit B.

3.2.6 Other Documents. Such other certificates, affidavits, resolutions, notes and/or other documents which are provided for hereunder or as a Purchaser may reasonably request.

3.2.7 Conditions to Company's Obligations. With respect to a Purchaser, the obligation of Company to consummate the sale of the Subordinated Notes and to effect the Closing is subject to: (i) delivery by or at the direction of such Purchaser to Company of this Agreement, duly authorized and executed by such Purchaser, and (ii) Company's receipt of the Subordinated Note Amount from each Purchaser as provided in Section 3.1.

4. REPRESENTATIONS AND WARRANTIES OF COMPANY.

Company hereby represents and warrants to each Purchaser as follows:

4.1 Organization and Authority.

4.1.1 Organization Matters of Company and Its Subsidiaries.

4.1.1.1 Company has been duly organized and is validly existing as a corporation in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to conduct its business and activities as presently conducted, to own its properties, and to perform its obligations under the Transaction Documents. Company is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. Company is duly registered as a bank holding company under Bank Holding Company Act of 1956, as amended. Company does not have any Subsidiaries other than Bank and Central Bancorp Statutory Trust.

4.1.1.2 Bank is validly existing as a California state bank and has all requisite corporate power and authority to conduct its business and activities as presently conducted and to own its properties. Bank is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing would not result in a Material Adverse Effect. The deposit accounts of Bank are insured by the FDIC up to applicable limits. Neither Company nor Bank has received any notice or other information indicating that Bank is not an "insured depository institution" as defined in 12 U.S.C. Section 1813, nor has any event occurred which could reasonably be expected to adversely affect the status of Bank as an FDIC-insured institution.

4.1.1.3 All of the issued and outstanding shares of capital stock or other Equity Interests in each Subsidiary of Company have been duly authorized and validly issued, are fully paid and non-assessable and are owned exclusively by Company, directly or through Subsidiaries, free and clear of any security interest, mortgage, pledge, lien, encumbrance or claim except for any surety interest, mortgage, pledge, lien, encumbrance or claim securing advances by the Federal Reserve or Federal Home Loan Bank of San Francisco; none of the outstanding shares of capital stock of, or other Equity Interests in, any Subsidiary were issued in violation of the preemptive or similar rights of any security holder of such Subsidiary or any other entity.

4.1.2 <u>Capital Stock and Related Matters</u>. The Certificate of Incorporation of Company authorizes Company to issue up to (a) 62,500,000 shares of common stock, par value $0.001 per share ("<u>Common Stock</u>"), and 10,000,000 shares of preferred stock, par value $0.001 per share ("<u>Preferred Stock</u>"). As of July 24, 2026, there were 29,649,255 shares of Company's Common Stock issued and outstanding, and no shares of the Preferred Stock issued and outstanding. All of the outstanding capital stock of Company has been duly authorized and validly issued and is fully paid and nonassessable. There are, as of the date hereof, no outstanding options, rights, warrants or other agreements or instruments obligating Company to issue, deliver or sell, or cause to be issued, delivered or sold, additional shares of the capital stock of Company or obligating Company to grant, extend or enter into any such agreement or commitment to any Person, except pursuant to Company's equity incentive plans duly adopted by Company's Board of Directors.

4.2 <u>No Impediment to Transactions</u>.

4.2.1 <u>Transaction is Legal and Authorized</u>. The issuance of the Subordinated Notes, the borrowing of the aggregate of the Subordinated Note Amounts, the execution of the Transaction Documents and compliance by Company with the provisions of the Transaction Documents are within the corporate and other powers of Company.

4.2.2 <u>Agreements</u>. Each of the Agreement, the Settlement Agent Agreement and the Paying Agent Agreement has been duly authorized, executed and delivered by Company, and, assuming due authorization, execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligations of Company, enforceable against Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

4.2.3 <u>Subordinated Notes</u>. The Subordinated Notes have been duly authorized by Company and when executed by Company, issued and delivered to and paid for by the Purchasers in accordance with the terms of the Agreement, will have been duly executed, issued and delivered, and will constitute legal, valid and binding obligations of Company enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors' rights generally or by general equitable principles.

4.2.4 <u>No Defaults or Restrictions</u>. Neither the execution and delivery of the Transaction Documents nor compliance with their respective terms and conditions will (i) violate, conflict with or result in a breach of, or constitute a default under: (1) the Certificate of Incorporation or Bylaws of Company; (2) except for the Loan Agreements for which consent from Bankers' Bank has been received, any of the terms, obligations, covenants, conditions or provisions of any corporate restriction or of any contract, agreement, indenture, mortgage, deed of trust, pledge, bank loan or credit agreement, or any other agreement or instrument to which Company or Bank, as applicable, is now a party or by which it or any of its properties may be bound or affected; (3) any judgment, order, writ, injunction, decree or demand of any court, arbitrator, grand jury, or Governmental Agency applicable to Company or Bank; or (4) any statute, rule or regulation applicable to Company, except, in the case of items (2), (3) or (4), for such violations and conflicts that would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect on Company and Bank taken as a whole, or (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any property or asset of Company. Neither Company nor Bank is in default in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions or provisions contained in any indenture or other agreement creating, evidencing or securing Indebtedness of any kind or pursuant to which any such Indebtedness is issued, or any other agreement or instrument to which Company or Bank is a party or by which Company or Bank or any of its properties may be bound or affected, except, in each case, only such defaults that would not reasonably be expected to have, singularly or in the aggregate, a Material Adverse Effect on Company.

4.2.5 Governmental Consent. No governmental orders, permissions, consents, approvals or authorizations are required to be obtained by Company that have not been obtained, and no registrations or declarations are required to be filed by Company that have not been filed in connection with, or, in contemplation of, the execution and delivery of, and performance under, the Transaction Documents, except for applicable requirements, if any, of the Securities Act or the Securities Exchange Act of 1934, as amended, or under state securities laws or "blue sky" laws of the various states and any applicable federal or state banking laws and regulations.

4.3 Possession of Licenses and Permits. Each of Company, Bank and their respective Subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, "Governmental Licenses") issued by the appropriate Governmental Agencies necessary to conduct the business now operated by it, except where the failure to possess such Governmental Licenses would not, singularly or in the aggregate, have a Material Adverse Effect on Company or such applicable Subsidiary; Company and each Subsidiary of Company is in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, have a Material Adverse Effect on Company or such applicable Subsidiary of Company; all of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not have a Material Adverse Effect on Company or such applicable Subsidiary of Company; and neither Company nor any Subsidiary of Company has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.

4.4 Financial Condition.

4.4.1 Financial Statements. The financial statements included in Company's Reports (including the related notes, where applicable) (i) have been prepared from, and are in accordance with, the books and records of Company; (ii) fairly present in all material respects the results of operations, changes in stockholders' equity and financial position of Company and its consolidated Subsidiaries, for the respective fiscal periods or as of the respective dates therein set forth (subject in the case of unaudited statements to recurring year-end audit adjustments normal in nature and amount), as applicable; (iii) complied as to form, as of their respective dates of filing in all material respects with applicable accounting and banking requirements as applicable, with respect thereto; and (iv) have been prepared in accordance with GAAP consistently applied during the periods involved, except, in each case, (w) as required by any regulatory accounting practices; (x) as indicated in such statements or in the notes thereto; (y) for any statement therein or omission therefrom that was corrected, amended or supplemented or otherwise disclosed or updated in a subsequent Company Report; and (z) to the extent that any unaudited interim financial statements do not contain the footnotes required by GAAP, and were or are subject to normal and recurring year-end adjustments, which were not or are not expected to be material in amount, either singly or in the aggregate. The books and records of Company and Bank have been, and are being, maintained in all material respects in accordance with GAAP and any other applicable legal and accounting requirements. Neither Company nor Bank has any material liability of any nature whatsoever (whether absolute, accrued, contingent or otherwise and whether due or to become due), except for those liabilities that are reflected or reserved against on the consolidated balance sheet of Company contained in Company's Reports for the most recently completed quarterly or annual fiscal period, as applicable, and for liabilities incurred in the ordinary course of business consistent with past practice or in connection with this Agreement and the transactions contemplated hereby.

4.4.2 Controls. The records, systems, controls, data and information of Company and Bank are recorded, stored, maintained and operated under means (including any electronic, mechanical or photographic process, whether computerized or not) that are under the exclusive ownership and direct control of it or its accountants, including all means of access thereto and therefrom, except for any non-exclusive ownership and non-direct control that would not reasonably be expected to have a Material Adverse Effect on the system of internal accounting controls described in the following sentence. Company, on a consolidated basis, has devised and maintained a system of internal accounting controls sufficient to provide reasonable assurances (i) that the assets of Company and Bank are properly recorded and (ii) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP.

4.4.3 Absence of Default. Since the date of the latest audited financial statements included in Company Reports, no event has occurred which either of itself or with the lapse of time or the giving of notice or both, would give any creditor of Company or Bank the right to accelerate the maturity of any material Indebtedness of Company or Bank. Neither Company nor Bank is in default under any other Lease, agreement or instrument, or any law, rule, regulation, order, writ, injunction, decree, determination or award, non-compliance with which could reasonably be expected to result in a Material Adverse Effect on Company.

4.4.4 Solvency. After giving effect to the consummation of the transactions contemplated by this Agreement, Company has capital sufficient to carry on its business and transactions and is solvent and able to pay its debts as they mature. No transfer of property is being made and no Indebtedness is being incurred in connection with the transactions contemplated by this Agreement with the intent to hinder, delay or defraud either present or future creditors of Company or any Subsidiary of Company.

4.4.5 Ownership of Property. Company and each of its Subsidiaries has good and marketable title as to all real property owned by it and good title to all material assets and properties owned by Company and such Subsidiary in the conduct of its businesses, whether such assets and properties are real or personal, tangible or intangible, including assets and property reflected in the most recent balance sheet contained in Company's Reports or acquired subsequent thereto (except to the extent that such assets and properties have been disposed of in the ordinary course of business, since the date of such balance sheet), subject to no encumbrances, liens, mortgages, security interests or pledges, except (i) those items which secure liabilities for public or statutory obligations or any discount with, borrowing from or other obligations to the Federal Home Loan Bank, any Federal Reserve Bank, inter-bank credit facilities, reverse repurchase agreements or any transaction by Bank acting in a fiduciary capacity, (ii) statutory liens for amounts not yet delinquent or which are being contested in good faith and (iii) such as do not, individually or in the aggregate, materially and adversely affect the value of such property and do not materially interfere with the use made and proposed to be made of such property by Company or any of its Subsidiaries. Company and each of its Subsidiaries, as lessee, has the right under valid and existing Leases of real and personal properties that are material to Company or such Subsidiary, as applicable, in the conduct of its business to occupy or use all such properties as are presently occupied and used by it. Such existing Leases and commitments to lease constitute or will constitute operating Leases for both tax and financial accounting purposes except as otherwise disclosed in Company's Reports and the lease expense and minimum rental commitments with respect to such Leases and lease commitments are as disclosed in all material respects in Company's Reports.

4.4.6 No Material Adverse Change. Since the date of the latest audited financial statements included in Company's Reports, there has been no development or event which has had or could reasonably be expected to have a Material Adverse Effect on Company or Bank.

4.5 Legal Matters.

4.5.1 Compliance with Law. Each of Company, Bank and their Subsidiaries (i) has complied with and (ii) to Company's knowledge is not under investigation with respect to, and has not been threatened to be charged with or given any notice of any material violation of any applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government, or any instrumentality or agency thereof, having jurisdiction over the conduct of its business or the ownership of its properties, except where any such failure to comply or violation would not reasonably be expected to have a Material Adverse Effect on Company or any of its Subsidiaries. Each of Company, Bank and their Subsidiaries (x) is, and at all times prior to the date hereof has been, in compliance with all applicable statutes, rules, regulations, orders and restrictions of any domestic or foreign government, or any Governmental Agency, applicable to it and its own privacy policies and written commitments to their respective customers, consumers and employees, concerning data protection and the privacy and security of personal data and the nonpublic personal information of their respective customers, consumers and employees, except in each case where the failure to so comply would not result, individually or in the aggregate, in a Material Adverse Effect, and (y) at no time during the two years prior to the date hereof has Company or Bank received any written notice asserting any such violations.

4.5.2 **Regulatory Enforcement Actions**. Company and its Subsidiaries are in compliance in all material respects with all laws administered by and regulations of any Governmental Agency applicable to it or to them, the failure to comply with which would have a Material Adverse Effect. None of Company, Company's Subsidiaries nor any of their officers or directors is now operating under any restrictions, agreements, memoranda, commitment letter, supervisory letter or similar regulatory correspondence, or other commitments (other than restrictions of general application) imposed by any Governmental Agency, nor are, to Company's knowledge, (a) any such restrictions threatened, (b) any agreements, commitment letters, supervisory letters or similar regulatory correspondence, or other commitments being sought by any Governmental Agency, or (c) any legal or regulatory violations previously identified by, or penalties or other remedial actions previously imposed by, any Governmental Agency unresolved. Notwithstanding the foregoing, nothing in this Section 4.5.2 or otherwise in this Agreement shall require the Company or any of its Subsidiaries to disclose any confidential regulatory or supervisory information of the Company or any of its Subsidiaries.

4.5.3 **Pending Litigation**. There are no actions, suits, proceedings or written agreements pending, or, to Company's knowledge, threatened or proposed, against Company, Bank or any of its Subsidiaries at law or in equity or before or by any federal, state, municipal, or other governmental department, commission, board, or other administrative agency, domestic or foreign, that, either singly or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Company or any of its Subsidiaries taken as a whole or materially and adversely affect issuance or payment of the Subordinated Notes; and neither Company nor any of its Subsidiaries is a party to or named as subject to the provisions of any order, writ, injunction, or decree of, or any written agreement with, any court, commission, board or agency, domestic or foreign, that either separately or in the aggregate, will have a Material Adverse Effect on Company and any of its Subsidiaries taken as a whole.

4.5.4 **Environmental**. No Property is or, to Company's knowledge, has been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of any Hazardous Materials and neither Company nor Bank has engaged in such activities. There are no claims or actions pending or, to Company's knowledge, threatened against Company or Bank by any Governmental Agency or by any other Person relating to any Hazardous Materials or pursuant to any Hazardous Materials Law.

4.5.5 **Brokerage Commissions**. Other than with respect to the Placement Agent, neither Company nor any Affiliate of Company is obligated to pay any brokerage commission or finder's fee to any Person in connection with the transactions contemplated by this Agreement.

4.5.6 **Investment Company Act**. Neither Company nor Bank is an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended

4.6 No Misstatement. No information, exhibit, report or document, when viewed together as a whole, furnished by Company to the Purchasers in connection with the negotiation, execution or performance of this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances when made or furnished to the Purchasers and as of the Closing Date.

4.7 Tax Matters. Each of Company and Bank has (i) filed all material foreign, U.S. federal, state and local tax returns, information returns and similar reports that are required to be filed, and all such tax returns are true, correct and complete in all material respects, and (ii) paid all material taxes required to be paid by it and any other material assessment, fine or penalty levied against it other than taxes (x) currently payable without penalty or interest, or (y) being contested in good faith by appropriate proceedings.

4.8 Internal Accounting Controls and Disclosure Controls.

4.8.1 The Company and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability, (C) access to assets is permitted only in accordance with management's general or specific authorization, and (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's internal controls over financial reporting are effective, and the Company is not aware of any material weaknesses in its internal controls over financial reporting. Since the date of the Company's latest audited financial statements filed with the SEC, there has been no change in the Company's internal controls over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal controls over financial reporting.

4.8.2 The Company has established and maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) and 15d-15(e) under the Exchange Act). Such disclosure controls and procedures (A) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's Chief Executive Officer and its Chief Financial Officer by others within those entities, and (B) are effective to perform the functions for which they were established. Neither the Company's auditors nor the Audit Committee of the board of directors of the Company has been advised that there is (1) any fraud, whether or not material, that involves management or other employees who have a role in the Company's internal controls or (2) any material weaknesses in internal controls. Since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to material weaknesses. The principal executive officer (or the equivalent) and principal financial officer (or the equivalent) of the Company have made all certifications required by the Sarbanes-Oxley Act, and the statements made in each such certification are accurate; the Company, its subsidiaries and, to the Company's knowledge, its directors and officers, are each in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act.

4.9 Offering of Securities. Neither Company nor any Person acting on its behalf has taken any action which would subject the offering, issuance or sale of the Subordinated Notes to the registration requirements of the Securities Act. Neither Company nor any Person acting on its behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer or sale of the Subordinated Notes pursuant to the transactions contemplated by the Transaction Documents. Assuming the accuracy of the Purchasers' representations and warranties set forth in this Agreement, no registration under the Securities Act is required for the offer and sale of the Subordinated Notes by Company to the Purchasers. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to Company or, to Company's knowledge, any Person described in Rule 506(d)(1) (each, a "Company Covered Person"). Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e).

4.10 Representations and Warranties Generally. The representations and warranties of Company set forth in this Agreement, or in any certificate signed by an officer of Company and delivered to the Purchasers pursuant to or in connection with this Agreement (to the extent provided prior to Closing), are true and correct in all respects on and as of the date of this Agreement and on and as of the Closing Date as though made on and as of the Closing Date, except where the failure to be true and correct (without regard to any materiality or Material Adverse Effect qualifications contained therein), singly or in the aggregate, would not be reasonably likely to have a Material Adverse Effect (and except that (i) representations and warranties made as of a specified date shall only be required to be true and correct as of such date and (ii) the representations and warranties of Company set forth in Sections 4.2.1 and 4.2.3 shall be true and correct in all respects).

5 GENERAL COVENANTS, CONDITIONS AND AGREEMENTS.

Company hereby further covenants and agrees with each Purchaser as follows:

5.1 Compliance with Transaction Documents. Company shall, and shall cause Bank to, comply with, observe and timely perform each and every one of the covenants, agreements and obligations under the Transaction Documents.

5.2 Affiliate Transactions. Company shall not itself, nor shall it cause, permit or allow any Subsidiary to enter into any material transaction, including, the purchase, sale or exchange of property or the rendering of any service, with any Affiliate of Company except in the ordinary course of business and pursuant to the reasonable requirements of Company's or such Affiliate's business and upon terms consistent with applicable laws and regulations and reasonably found by the appropriate Company and/or Subsidiary personnel to be fair and reasonable and no less favorable to Company or such Affiliate than would be obtained in a comparable arm's length transaction with a Person not an Affiliate.

5.3 Compliance with Laws.

5.3.1 Generally. Company shall comply and cause each of its Subsidiaries to comply in all material respects with all applicable statutes, rules, regulations, orders and restrictions in respect of the conduct of its business and the ownership of its properties, except, in each case, where such noncompliance would not reasonably be expected to have a Material Adverse Effect on Company.

5.3.2 Regulated Activities. Company shall not itself, nor shall it cause, permit or allow Bank or any other Subsidiary to (i) engage in any business or activity not permitted by all applicable laws and regulations, except where such business or activity would not reasonably be expected to have a Material Adverse Effect on Company, Bank and/or such Subsidiary or (ii) make any loan or advance secured by the capital stock of another bank or depository institution, or acquire the capital stock, assets or obligations of or any interest in another bank or depository institution, in each case other than in accordance with applicable laws and regulations and safe and sound banking practices.

5.3.3 Taxes. Company shall and shall cause Bank and any other Subsidiary to promptly pay and discharge all taxes, assessments and other governmental charges imposed upon Company, Bank or any other Subsidiary or upon the income, profits, or property of Company or any Subsidiary and all claims for labor, material or supplies which, if unpaid, might by law become a lien or charge upon the property of Company, Bank or any other Subsidiary, if such nonpayment could reasonably be expected to have a Material Adverse Effect on Company, Bank or such Subsidiary. Notwithstanding the foregoing, none of Company, Bank or any other Subsidiary shall be required to pay any such tax, assessment, charge or claim, so long as the validity thereof shall be contested in good faith by appropriate proceedings, and appropriate reserves therefor shall be maintained on the books of Company, Bank and such other Subsidiary.

5.3.4 Corporate Existence. Company shall do or cause to be done all things reasonably necessary to maintain, preserve and renew its corporate existence and that of Bank and their respective rights and franchises, and comply in all material respects with all related laws applicable to Company, Bank or their Subsidiaries; *provided*, *however*, (a) that Company will not be required to preserve the existence (corporate or other) or rights of any of its Subsidiaries (other than Bank) if the Board of Directors of Company determines that the preservation thereof is no longer desirable in the conduct of the business of Company and its Subsidiaries taken as a whole and that the loss thereof will not be disadvantageous in any material respect to the Noteholders, and (b) that Company may consummate a merger in which (i) Company is the surviving entity or (ii) if Company is not the surviving entity, the surviving entity assumes, by operation of law or otherwise, all of the obligations of Company under the Subordinated Notes.

5.3.5 Dividends, Payments, and Guarantees During Event of Default. During the continuance of an Event of Default, until such Event of Default is cured by Company or waived by the Noteholders, and except as required by any federal or state Governmental Agency, Company agrees not to (a) declare or pay any dividends on, or redeem, purchase, acquire or make a liquidation payment with respect to, any of its capital stock; (b) make any payment of principal of, or interest or premium, if any, on, or repay, repurchase or redeem any of Company's Indebtedness that ranks equal with or junior to the Subordinated Notes; or (c) make any payments under any guarantee that ranks equal with or junior to the Subordinated Notes, other than (i) any dividends or distributions in shares of, or options, warrants or rights to subscribe for or purchase shares of, any class of Company's common stock; (ii) any declaration of a dividend in connection with the implementation of a shareholders' rights plan, or the issuance of stock under any such plan in the future, or the redemption or repurchase of any such rights pursuant thereto; (iii) as a result of a reclassification of Company's capital stock or the exchange or conversion of one class or series of Company's capital stock for another class or series of Company's capital stock; (iv) the purchase of fractional interests in shares of Company's capital stock pursuant to the conversion or exchange provisions of such capital stock or the security being converted or exchanged; (v) purchases of any class of Company's common stock related to the issuance of common stock or rights under any benefit plans for Company's directors, officers or employees or any of Company's dividend reinvestment plans; or (vi) to satisfy any tax withholding obligations of Company or any holder of equity awards, or to satisfy the exercise price of stock options by such holder, upon the exercise of stock options, vesting of outstanding restricted stock awards, or other similar share-based awards.

5.3.6 Tier 2 Capital. If all or any portion of the Subordinated Notes ceases to qualify as Tier 2 Capital, other than due to the limitation imposed on the capital treatment of subordinated debt during the five (5) years immediately preceding the Maturity Date of the Subordinated Notes, Company will immediately notify the Noteholders, and thereafter Company and the Noteholders will work together in good faith to execute and deliver all agreements as reasonably necessary in order to restructure the applicable portions of the obligations evidenced by the Subordinated Notes to qualify as Tier 2 Capital, if requested by Company; provided, however, that nothing contained in this Agreement shall limit Company's right to redeem the Subordinated Notes if the Subordinated Notes cease to qualify as Tier 2 Capital as described in the Subordinated Notes.

5.4 Absence of Control. It is the intent of the parties to this Agreement that in no event shall the Purchasers, by reason of any of the Transaction Documents, be deemed to control, directly or indirectly, Company, and the Purchasers shall not exercise, or be deemed to exercise, directly or indirectly, a controlling influence over the management or policies of Company.

5.5 Secondary Market Transactions. To the extent and so long as not in violation of Section 6.4 hereof, each Noteholder shall have the right at any time and from time to time to securitize its Subordinated Note(s) or any portion thereof in a single asset securitization or a pooled loan securitization of rated single or multi-class securities secured by or evidencing ownership interests in the Subordinated Note(s) (each such securitization is referred to herein as a "Secondary Market Transaction"). In connection with any such Secondary Market Transaction, Company shall, at Company's expense, reasonably cooperate in good faith with the Noteholders and otherwise reasonably assist the Noteholders in satisfying the market standards to which the Noteholders customarily adhere or which may be reasonably required in the marketplace or by applicable rating agencies in connection with any such Secondary Market Transactions, but in no event shall Company be required to incur more than five thousand dollars ($5,000) (without reimbursement) in aggregate costs or expenses in connection therewith. Subject to any written confidentiality obligation, all information regarding Company may be furnished, without liability except in the case of gross negligence, bad faith or willful misconduct, to any Noteholder and to any Person reasonably deemed necessary by the Noteholder in connection with such Secondary Market Transaction. Such Noteholder shall cause any Person to whom such Noteholder wishes to deliver confidential Company information related to the Secondary Market Transaction to execute and deliver to Company a non-disclosure agreement reasonably acceptable to Company unless such Person is a party to a commercially reasonable non-disclosure agreement to which Company is a third-party beneficiary. All documents, financial statements, appraisals and other data relevant to Company or the Subordinated Notes may be retained by any such Person, subject to the terms of any applicable confidentiality agreement.

5.6 144A Information. While any Subordinated Note meets the definition of “restricted securities” under the Securities Act, Company will make available, upon request by a Purchaser or Noteholder, to any seller of such Subordinated Note the information specified in Rule 144A(d)(4) under the Securities Act, unless Company is then subject to Section 13 or 15(d) of the Exchange Act.

5.7 CUSIP Number. Prior to the Closing Date, Company shall cause a CUSIP number to be obtained for the Subordinated Notes and printed on the Subordinated Notes pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures.

5.8 DTC Registration. Provided that applicable depository eligibility requirements are met, upon the request of a holder of a Subordinated Note that is a QIB, the Company shall use commercially reasonable efforts to cause the Subordinated Notes held by such QIB to be registered in the name of Cede & Co., as nominee of DTC or a nominee of DTC. For purposes of clarity and pursuant to (and as further described in) the terms of the Subordinated Notes, any redemption made pursuant to the terms of the Subordinated Notes shall be made on a pro rata basis, and, for purposes of a redemption processed through DTC, on a “Pro Rata Pass-Through Distribution of Principal” basis, among all of the Subordinated Notes outstanding at the time thereof.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE PURCHASERS.

Each Purchaser hereby represents and warrants to Company, and covenants with Company, severally and not jointly, as follows:

6.1 Legal Power and Authority. To the extent such Purchaser is an entity, it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby, and is an entity duly organized, validly existing and in good standing under the laws its jurisdiction of organization.

6.2 Authorization and Execution. To the extent such Purchaser is an entity, the execution, delivery and performance of this Agreement have been duly authorized, executed ad delivered by all necessary action on the part of such Purchaser. This Agreement, assuming due authorization, execution and delivery by Company, is a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting creditors’ rights generally or by general equitable principles.

6.3 No Conflicts. To the extent such Purchaser is an entity, neither the execution, delivery or performance of the Transaction Documents nor the consummation of any of the transactions contemplated thereby will conflict with, violate, constitute a breach of or a default (whether with or without the giving of notice or the passage of time or otherwise) under (i) its organizational documents, (ii) any agreement to which it is party, (iii) any law, rule or regulation applicable to it or (iv) any order, writ, judgment, injunction, decree, determination or award binding upon or affecting it.

6.4 **Purchase for Investment**. It acknowledges that the Subordinated Notes have not been registered under the Securities Act or under any state securities laws. It is purchasing the Subordinated Note for its own account and not with a view to distribution and with no present intention of reselling, distributing or otherwise disposing of the same. It has no present or contemplated agreement, undertaking, arrangement, obligation, indebtedness or commitment providing for, or which is likely to compel, a disposition of the Subordinated Notes in any manner.

6.5 **Accredited Investor; QIB**. It is and will be on the Closing Date (i) an institutional "accredited investor" as such term is defined in Rule 501(a) of Regulation D or (ii) a QIB.

6.6 **Financial and Business Sophistication**. It has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment in the Subordinated Notes. It has relied solely upon its own knowledge of, and/or the advice of its own legal, financial or other advisors with regard to, the legal, financial, tax and other considerations involved in deciding to invest in the Subordinated Notes.

6.7 **Ability to Bear Economic Risk of Investment**. It recognizes that an investment in the Subordinated Notes is a speculative investment that involves substantial risk, including risks related to Company's business, operating results, financial condition and cash flows, which risks it has carefully considered in connection with making an investment in the Subordinated Notes. It has the ability to bear the economic risk of the prospective investment in the Subordinated Notes, including the ability to hold the Subordinated Notes indefinitely, and further including the ability to bear a complete loss of all of its investment in Company.

6.8 **Information**. It acknowledges that: (i) it is not being provided with the disclosures that would be required if the offer and sale of the Subordinated Notes were registered under the Securities Act, nor is it being provided with any offering circular or prospectus prepared in connection with the offer and sale of the Subordinated Notes; (ii) it has conducted its own examination of Company and the terms of the Subordinated Notes to the extent it deems necessary to make its decision to invest in the Subordinated Notes; (iii) it has availed itself of publicly available financial and other information concerning Company to the extent it deems necessary to make its decision to purchase the Subordinated Notes; and (iv) it has not received nor relied on any form of general solicitation or general advertising (within the meaning of Regulation D) from Company in connection with the offer and sale of the Subordinated Notes. It has reviewed the information set forth in Company's Reports, the exhibits and schedules thereto and hereto and the information contained in the data room established by the Company in connection with the transactions contemplated by this Agreement,.

6.9 **Access to Information**. It acknowledges that it and any of its advisors have been furnished with all materials relating to the business, finances and operations of Company that have been requested of it or its advisors and have been given the opportunity to ask questions of, and to receive answers from, persons acting on behalf of Company concerning the terms and conditions of the transactions contemplated by this Agreement in order to make an informed and voluntary decision to enter into this Agreement.

6.10 **Investment Decision**. It has made its own investment decision based upon its own judgment, due diligence and advice from such advisors as it has deemed necessary and not upon any view expressed by any other Person or entity, including Company or the Placement Agent. Neither such inquiries nor any other due diligence investigations conducted by it or its advisors or representatives, if any, shall modify, amend or affect its right to rely on Company's representations and warranties contained herein. It is not relying upon, and has not relied upon, any advice, statement, representation or warranty made by any Person by or on behalf of Company, including the Placement Agent, except for the express statements, representations and warranties of Company made or contained in this Agreement. Furthermore, it acknowledges that the Placement Agent has not performed any due diligence review on behalf of it and nothing in this Agreement or any other materials presented by or on behalf of Company to it in connection with the purchase of the Subordinated Notes constitutes legal, tax, accounting or investment advice.

6.11 **Private Placement; No Registration; Restricted Legends**. It understands and acknowledges that the Subordinated Notes are being sold by Company without registration under the Securities Act in reliance on the exemption from federal and state registration set forth in Rule 506(b) of Regulation D promulgated under Section 4(a)(2) of the Securities Act and Section 18 of the Securities Act, respectively, or any state securities laws, and accordingly, may be resold, pledged or otherwise transferred only in compliance with the registration requirements of federal and state securities laws, or if exemptions from the Securities Act and applicable state securities laws are available to it. It further understands and acknowledges that Company will not be obligated in the future to register the Subordinated Notes under the Securities Act or the Exchange Act or under any state securities laws. It is not subscribing for the Subordinated Notes as a result of or subsequent to any general solicitation or general advertising, in each case within the meaning of Rule 502(c) of Regulation D, including any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or presented at any seminar or meeting. It further acknowledges and agrees that all certificates or other instruments representing the Subordinated Notes will bear the restrictive legend set forth in the form of Subordinated Note. It further acknowledges its primary responsibilities under the Securities Act and, accordingly, will not sell or otherwise transfer the Subordinated Notes or any interest therein without complying with the requirements of the Securities Act and the rules and regulations promulgated thereunder and the requirements set forth in this Agreement. Neither the Placement Agent nor Company has made or is making any representation, warranty or covenant, express or implied, as to the availability of any exemption from registration under the Securities Act or any applicable state securities laws for the resale, pledge or other transfer of the Subordinated Notes, or that the Subordinated Notes purchased by it will ever be able to be lawfully resold, pledged or otherwise transferred.

6.12 **Placement Agent**. It will purchase the Subordinated Notes directly from Company and not from the Placement Agent and understands that neither the Placement Agent nor any other broker or dealer has any obligation to make a market in the Subordinated Notes.

6.13 **Tier 2 Capital**. If Company provides notice as contemplated in Section 5.3.6 of the occurrence of the event contemplated in such section, thereafter Company and the Noteholder will work together in good faith to execute and deliver all agreements as reasonably necessary to restructure the applicable portions of the obligations evidenced by the Subordinated Notes to qualify as Tier 2 Capital; provided, however, that nothing contained in this Agreement shall limit Company's right to redeem the Subordinated Notes upon the occurrence of a Tier 2 Capital Event as described in the Subordinated Notes.

6.14 **Accuracy of Representations**. It understands that Company will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements in connection with the transactions contemplated by this Agreement, and agrees that if any of the representations or acknowledgements made by it are no longer accurate as of the Closing Date, or if any of the agreements made by it are breached on or prior to the Closing Date, it shall promptly notify Company.

6.15 **Not Debt of Bank; Not Savings Accounts, etc**. It acknowledges that Company is a holding company and Company's rights and the rights of Company's creditors, including the Noteholders, to participate in the assets of any Subsidiary during its liquidation or reorganization are structurally subordinate to the prior claims of the Subsidiary's creditors. It acknowledges and agrees that the Subordinated Notes are not savings accounts or deposits of Bank and are not insured or guaranteed by the FDIC or any Governmental Agency, and that no Governmental Agency has passed upon or will pass upon the offer or sale of the Subordinated Notes or has made or will make any finding or determination as to the fairness of this investment.

6.16 **Confidential Investor Questionnaire**. Any Confidential Investor Questionnaire delivered by it to Company together with this Agreement is true, correct and complete in all respects. It will promptly notify Company of any material changes to the information set forth in such Confidential Investor Questionnaire.

6.17 **Physical Settlement of Subordinated Notes**. Notwithstanding anything in this Agreement to the contrary, if the Purchaser is an institutional "accredited investor" (as such term is defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D), and is not also a QIB, it acknowledges that its Subordinated Note shall be physically delivered to such Purchaser and registered in the name of such Purchaser, and it agrees to such physical settlement of its Subordinated Note.

6.18 **Representations and Warranties Generally**. The representations and warranties of each Purchaser set forth in this Agreement are true and correct as of the date hereof and will be true and correct as of the Closing Date and as otherwise specifically provided herein. Any certificate signed by a duly authorized representative of the Purchaser and delivered to Company or to counsel for Company shall be deemed to be a representation and warranty by such Purchaser to Company as to the matters set forth therein.

7 TERMINATION.

7.1 **Termination**. This Agreement may be terminated, with respect to any Purchaser, prior to the Closing:

7.1.1 By mutual written agreement of Company and such Purchaser; or

7.1.2 By Company or such Purchaser, upon written notice to the other party, in the event that the Closing does not occur within five (5) business days of the date of this Agreement; provided, that the right to terminate this Agreement pursuant to this Section 7.1.2 shall not be available to any party whose failure to fulfill any obligation under this Agreement shall have been the cause of, or shall have resulted in, the failure of the Closing to occur on or prior to such date.

7.2 Effect of Termination. In the event of any termination of this Agreement as provided in Section 7.1 this Agreement (other than Sections 8.5, 8.10 and 8.15, which shall remain in full force and effect) shall forthwith become wholly void and of no further force and effect.

8 MISCELLANEOUS.

8.1 Prohibition on Assignment by Company. Except as described in Section 4 (Merger and Sale of Assets) of the Subordinated Notes, Company may not assign, transfer or delegate any of its rights or obligations under this Agreement or the Subordinated Notes without the prior written consent of the Noteholders. In addition, in accordance with the terms of the Subordinated Notes, any transfer of such Subordinated Notes must be made in accordance with the Assignment Form attached thereto and the requirements and restrictions thereof.

8.2 Time of the Essence. Time is of the essence for this Agreement.

8.3 Waiver or Amendment. No waiver or amendment of any term, provision, condition, covenant or agreement herein or in the Subordinated Notes (including, in each case, past defaults) shall be effective except with the consent of the Noteholders of in excess of fifty percent (50%) in aggregate principal amount (excluding any Subordinated Notes held by Company or any of its Affiliates) of the Subordinated Notes at the time outstanding; *provided*, *however*, that without the consent of each Noteholder of an affected Subordinated Note, no such amendment or waiver may: (i) reduce the principal amount of the Subordinated Note; (ii) reduce the rate of or change the time for payment of interest on any Subordinated Note; (iii) extend the maturity of any Subordinated Note; (iv) change the currency in which payment of the obligations of Company under this Agreement and the Subordinated Notes are to be made; (v) lower the percentage of aggregate principal amount of outstanding Subordinated Notes required to approve any amendment of this Agreement or the Subordinated Notes; (vi) make any changes to Section 4 (Merger and Sale of Assets), Section 5 (Events of Default; Acceleration; Compliance Certificate); Section 6 (Affirmative Covenants of the Issuer); Section 7 (Negative Covenants of the Issuer); or Section 8 (Failure to Make Payment) of the Subordinated Notes that adversely affects the rights of any holder of a Subordinated Note; or (vii) disproportionately affect the rights of any of the holders of the then outstanding Subordinated Notes. Notwithstanding the foregoing, Company may amend or supplement the Subordinated Notes without the consent of the holders of the Subordinated Notes to cure any ambiguity, defect or inconsistency or to provide for uncertificated Subordinated Notes in addition to or in place of certificated Subordinated Notes, or to make any change that does not adversely affect the rights of any holder of any of the Subordinated Notes. No waiver or amendment of any term, provision, condition or agreement herein or in the Subordinated Notes (including, in each case, past defaults) shall be effective against Company unless in writing and signed by Company. No failure to exercise or delay in exercising, by a Purchaser or any holder of the Subordinated Notes, of any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right or remedy provided by law. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided by law or equity. No notice or demand on Company in any case shall, in itself, entitle

Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Purchasers to any other or further action in any circumstances without notice or demand. No consent or waiver, expressed or implied, by the Purchasers to or of any breach or default by Company in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of the same or any other obligations of Company hereunder. Failure on the part of the Purchasers to complain of any acts or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Purchasers of their rights hereunder or impair any rights, powers or remedies on account of any breach or default by Company.

8.4 **Severability**. Any provision of this Agreement which is unenforceable or invalid or contrary to law, or the inclusion of which would adversely affect the validity, legality or enforcement of this Agreement, shall be of no effect and, in such case, all the remaining terms and provisions of this Agreement shall subsist and be fully effective according to the tenor of this Agreement the same as though any such invalid portion had never been included herein. Notwithstanding any of the foregoing to the contrary, if any provisions of this Agreement or the application thereof are held invalid or unenforceable only as to particular persons or situations, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law.

8.5 **Notices**. Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if in writing and if delivered personally, or if mailed, postage prepaid, by United States registered or certified mail, return receipt requested, or if delivered by a responsible overnight commercial courier promising next Business Day delivery, addressed:

if to Company:	Hanmi Financial Corporation 900 Wilshire Boulevard, Suite 1250 Loa Angeles, California 90017 Attn: Chief Executive Officer
with a copy to:	Luse Gorman, PC 5335 Wisconsin Avenue, N.W., Suite 780 Washington, DC 20015 Attn: Lawrence M.F. Spaccasi, Esq.
if to the Purchasers:	To the addresses indicated on the signature pages hereto.

or to such other address or addresses as the party to be given notice may have furnished in writing to the party seeking or desiring to give notice, as a place for the giving of notice; provided that no change in address shall be effective until five (5) Business Days after being given to the other party in the manner provided for above. Any notice given in accordance with the foregoing shall be deemed given when delivered personally or, if mailed, three (3) Business Days after it shall have been deposited in the United States mails as aforesaid or, if sent by overnight courier, the Business Day following the date of delivery to such courier (provided next Business Day delivery was requested).

8.6 **Successors and Assigns**. This Agreement shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns; except that, unless a Purchaser consents in writing, no assignment made by Company in violation of this Agreement shall be effective or confer any rights on any purported assignee of Company. The term "successors and assigns" will include any Noteholder who purchased a Subordinated Note from a Purchaser (or its successor or assign) if such assignment complied with the assignment procedures in the Subordinated Note.

8.7 **No Joint Venture**. Nothing contained herein or in any document executed pursuant hereto and no action or inaction whatsoever on the part of a Purchaser, shall be deemed to make a Purchaser a partner or joint venturer with Company.

8.8 **Documentation**. All documents and other matters required by any of the provisions of this Agreement to be submitted or furnished to a Purchaser shall be in form and substance satisfactory to such Purchaser.

8.9 **Entire Agreement**. This Agreement and the Subordinated Notes along with the exhibits hereto and thereto, and any nondisclosure agreements between a Purchaser and Company or the Placement Agent, constitute the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto. No party, in entering into this Agreement, has relied upon any representation, warranty, covenant, condition or other term that is not set forth in this Agreement or in the Subordinated Notes.

8.10 **Choice of Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its laws or principles of conflict of laws. Nothing herein shall be deemed to limit any rights, powers or privileges which a Purchaser may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by a Purchaser which is lawful pursuant to, or which is permitted by, any of the foregoing.

8.11 **No Third-Party Beneficiary**. This Agreement is made for the sole benefit of Company and the Purchasers, and no other Person shall be deemed to have any privity of contract hereunder nor any right to rely hereon to any extent or for any purpose whatsoever, nor shall any other Person have any right of action of any kind hereon or be deemed to be a third-party beneficiary hereunder, except that the Placement Agent has the right to rely on the representations and warranties contained herein to the same extent as if it were a party to this Agreement.

8.12 **Legal Tender of United States**. All payments hereunder shall be made in coin or currency which at the time of payment is legal tender in the United States of America for public and private debts.

<u>8.13</u> **<u>Captions; Counterparts</u>**. Captions contained in this Agreement in no way define, limit or extend the scope or intent of their respective provisions. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. In the event that any signature is delivered by facsimile transmission, or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

<u>8.14</u> **<u>Knowledge; Discretion</u>**. All references herein to a Purchaser's or Company's knowledge shall be deemed to mean the knowledge of such party based on, as applicable, the actual knowledge of such party or such party's Chief Executive Officer and Chief Financial Officer or such other persons holding equivalent offices. Unless specified to the contrary herein, all references herein to an exercise of discretion or judgment by a Purchaser, to the making of a determination or designation by a Purchaser, to the application of a Purchaser's discretion or opinion, to the granting or withholding of a Purchaser's consent or approval, to the consideration of whether a matter or thing is satisfactory or acceptable to a Purchaser, or otherwise involving the decision making of a Purchaser, shall be deemed to mean that such Purchaser shall decide using the reasonable discretion or judgment of a prudent lender.

<u>8.15</u> **<u>Waiver Of Right To Jury Trial</u>**. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY AND THE PURCHASERS HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THAT EITHER MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH ANY OF THE TRANSACTION DOCUMENTS, OR ANY OTHER STATEMENTS OR ACTIONS OF COMPANY OR THE PURCHASERS. COMPANY AND EACH PURCHASER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL. COMPANY AND EACH PURCHASER FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER HAS BEEN REVIEWED BY EACH OF THEM AND THEIR COUNSEL AND IS A MATERIAL INDUCEMENT FOR EACH PARTY HERETO TO ENTER INTO THIS AGREEMENT AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH TRANSACTION DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

<u>8.16</u> **<u>Expenses</u>**. Except as otherwise provided in this Agreement, each of the parties will bear and pay all other costs and expenses incurred by it or on its behalf in connection with the transactions contemplated pursuant to this Agreement.

<u>8.17</u> **<u>Survival</u>**. Each of the representations and warranties set forth in this Agreement shall survive the consummation of the transactions contemplated hereby for a period of one year after the date hereof. Except as otherwise provided herein, all covenants and agreements contained herein shall survive until, by their respective terms, they are no longer operative.

[Signature Pages Follow]

IN WITNESS WHEREOF, Company has caused this Subordinated Note Purchase Agreement to be executed by its duly authorized representative as of the date first above written.

HANMI FINANCIAL CORPORATION

By: ____

Name: Bonita I. Lee

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Purchaser has caused this Subordinated Note Purchase Agreement to be executed by its duly authorized representative as of the date first above written.

PURCHASER

Purchaser Name:

By: ______________________________
Name: ______________________________
Title: ______________________________

Principal Amount of Purchased Subordinated Note:

$ ______________________________

Address for Notices:

____
____
____

Attention: ______________________________
Telephone: ______________________________
Fax: ______________________________
Email: ______________________________

With a copy to (which copy alone shall not constitute notice):

____
____
____

Attention: ______________________________
Telephone: ______________________________
Fax: ______________________________
Email: ______________________________


Exhibit 99.1
Hanmi Financial Corporation
NASDAQ | HAFC
Fixed Income Presentation
July 2026
California | Colorado | Georgia | Illinois | New Jersey | New York | Texas | Virginia | Washington

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FORWARD-LOOKING STATEMENTS

Hanmi Financial Corporation (the "Company") cautions investors that any statements contained herein that are not historical facts are forward-looking statements within the meaning of the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995, including, but not limited to, those statements regarding operating performance, financial position, financial results and liquidity, business strategies, regulatory, economic and competitive outlook, investment and expenditure plans, capital and financing needs and availability, litigation, plans and objectives, merger or sale activity, and all other forecasts and statements of expectation or assumption underlying any of the foregoing. These statements involve known and unknown risks and uncertainties that are difficult to predict. Investors should not rely on any forward-looking statement and should consider risks, such as 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 any 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, risks associated with cybersecurity threats, data breaches, ransomware attacks, or other failures in our operational or security systems and infrastructure, including the risks arising from our dependence on third-party service providers and vendors, the failure to maintain current technologies, risks associated with Small Business Administration loans, failure to attract, develop, or retain key employees, our ability to access cost-effective funding, the imposition of tariffs or other domestic or international governmental policies or trade restrictions, and any retaliatory measures impacting our borrowers and the broader economy, the impact of a potential federal government shutdown, which may impact on our ability to effect sales of Small Business Administration loans or debt ceiling impasses or fiscal uncertainty, 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 tests, strategic transactions we may enter into, including the costs associated with the evaluation of any strategic opportunities and the overall effects of any acquisitions or dispositions we may make, 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, and our ability to control expenses.

Forward-looking statements are based upon the good faith beliefs and expectations of management as of this date only and are further subject to additional risks and uncertainties, including, but not limited to, the risk factors set forth in our earnings release dated July 21, 2026, including the section titled "Forward Looking Statements" and the Company's most recent Form 10-K, 10-Q and other filings with the Securities and Exchange Commission. The Company disclaims any obligation to update or revise the forward-looking statements herein.

NON-GAAP FINANCIAL INFORMATION

This presentation contains financial information determined by methods other than in accordance with accounting principles generally accepted in the United States of America ("GAAP"). These non-GAAP measures include tangible common equity to tangible assets, tangible common equity per share (including without the impact of available for sale securities on the accumulated other comprehensive income) and pro forma regulatory capital. Management uses these "non-GAAP" measures in its analysis of the Company's performance. Management believes these non-GAAP financial measures allow for better comparability of period to period operating performance. Additionally, the Company believes this information is utilized by regulators and market analysts to evaluate a company's financial condition and therefore, such information is useful to investors. These disclosures should not be viewed as a substitute for operating results determined in accordance with GAAP, nor are they necessarily comparable to non-GAAP performance measures that may be presented by other companies. A reconciliation of the non-GAAP measures used in this presentation to the most directly comparable GAAP measures is provided at the end of this presentation.

SAFE HARBOR STATEMENT

The information contained in this presentation is a summary and is not complete. It has been prepared for use only in connection with the proposed private placement (the "Offering") of subordinated notes of Hanmi Financial Corporation (the "Company") (the "Securities"). The offer and sale of the Securities have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and are being offered in a private placement exempt from registration under the Securities Act and other applicable securities laws and may not be re-offered or re-sold absent registration or an applicable exemption from the registration requirements. The Securities are being offered only to entities that qualify as institutional "accredited investors," as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated by the SEC under the Securities Act, and "qualified institutional buyers" as defined in Rule 144A under the Securities Act. This presentation does not constitute an offer to sell, or a solicitation of an offer to buy, any securities of the Company.

Neither this presentation nor any of the information contained herein may be reproduced or distributed, directly or indirectly, to any other person and is provided conditioned upon, and subject to, an agreement regarding confidentiality between the Company and the original recipient hereof. This presentation is provided for informational purposes only and is being furnished on a confidential basis to a limited number of institutional accredited investors and qualified institutional buyers solely for the purposes of enabling them to determine whether they wish to proceed with further investigation of the Company and the Offering. As it is a summary, such information is not intended to and does not contain all the information that you will require to form the basis of any investment decision. The information contained in this presentation speaks only as of the date hereof. Neither the delivery of this presentation nor any eventual sale of the Securities shall, under any circumstances, imply that the information contained herein is correct as of any future date or that there has been no change in the Company's business affairs described herein after the date hereof. Nothing contained herein is, or should be relied upon as, a promise or representation as to the future performance of the Company or any of its subsidiaries and affiliates. Neither the Company nor any of its subsidiaries and affiliates undertakes any obligation to update or revise this presentation except to the extent required by applicable law.

The Company anticipates providing you with the opportunity to ask questions, receive answers, obtain additional information, and complete your own due diligence review concerning the Company and the Offering prior to entering into any agreement to offer and sell the Securities to investors. By accepting delivery of the information contained herein, you agree to undertake and rely upon your own independent investigation and analysis and consult with your own attorneys, accountants, and other professional advisors regarding the Company and the merits and risks of an investment in the Securities, including all related legal, investment, tax and other matters. None of the Company or any representative of the foregoing, or any other person shall have any liability for any information included herein or otherwise made available in connection with the Offering, except for liabilities expressly assumed by the Company in the definitive purchase agreement and the related documentation for the offer and sale of the Securities to investors. Any such offer or sale may be made only by a definitive purchase agreement and the information contained herein will be superseded in its entirety by such definitive purchase agreement. Each potential investor should review the purchase agreement, make such investigations as it deems necessary to arrive at an independent evaluation of an investment in the securities mentioned in this presentation and should consult its own legal counsel and financial, accounting, regulatory and tax advisors to determine the consequences of such an investment before making an investment decision and should not rely on any information set forth in this presentation. Each investor must comply with all legal requirements in each jurisdiction in which it purchases, offers, or sells the Securities, and must obtain any consent, approval, or permission required by it in connection with the Securities or the Offering. The Company does not make any representation or warranty regarding, and has no responsibility for, the legality of an investment in the Securities under any investment, securities or similar laws or regulations.

THE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED, AND THE COMPLETENESS AND ACCURACY OF THE DISCLOSURES IN THIS PRESENTATION HAVE NOT BEEN PASSED UPON BY, THE SEC, ANY STATE SECURITIES COMMISSION, THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM, THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER REGULATORY BODY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES ARE NOT A DEPOSIT OR A BANK ACCOUNT AND ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY.

Certain information contained in this presentation may be derived from information provided by industry sources. We believe that such information is accurate and that the sources from which it has been obtained are reliable. We cannot guarantee the accuracy of such information, however, and have not independently verified such information.

Terms of the Proposed Offering

TERMS OF THE PROPOSED SUBORDINATED DEBT OFFERING

Issuer	▪ Hanmi Financial Corporation (NASDAQ GS: HAFC)
Security	▪ Bank Holding Company Subordinated Notes
Issuance Type	▪ Regulation D Private Placement
Security Rating(1)	▪ BBB- / Stable Outlook (Kroll Bond Rating Agency)
Offering Size	▪ $55 Million
Term / Maturity	▪ 10 Years / 2036
Redemption Provision	▪ 5-year non-call period, callable at par plus accrued but unpaid interest thereafter
Interest Payments	▪ 5-year fixed-rate, semi-annual interest payments; thereafter 5-year floating-rate, quarterly interest payments
Covenants / Restrictions	▪ Structured to comply with regulatory requirements for Tier 2 Capital treatment
Use of Proceeds	▪ Redemption of outstanding indebtedness and general corporate purposes
Sole Placement Agent	D A DAVIDSON

(1) A rating is not a recommendation to buy, sell or hold securities. Ratings may be subject to revision or withdrawal at any time by assigning rating organization. Each rating organization has its own methodology for assigning ratings and, accordingly, each rating should be evaluated independently of any other rating

Hanmi Financial Corporation Overview

EXECUTIVE TEAM

Bonnie Lee
President & CEO

With 39 years of banking experience and 12 years at Hanmi. Previous Experience: BBCN Bancorp, Shinhan Bank America, Nara Bank

Romolo Santarosa
Chief Financial Officer

34 years of banking experience and 10 years at Hanmi. Previous Experience: Opus Bank, First California Financial Group

Anthony Kim
Chief Banking Officer

31 years of banking experience and 12 years at Hanmi. Previous Experience: BBCN Bancorp

Jenny Simmons
Chief Operations Officer

35 years of banking experience. Previous Experience: Genesis Bank, Opus Bank

Matthew Fuhr
Chief Credit Officer

29 years of banking experience and 10 years at Hanmi. Previous Experience: Pacific Western Bank, FDIC

Vivian Kim
General Counsel & Chief People Officer

15 years of legal experience and 10 years at Hanmi. Previous Experience: Dykema Gossett LLP, a national law firm.

Michael Du
Chief Risk Officer

26 years of banking experience and 6 years at Hanmi. Previous Experience: Pacific Western Bank, Unify Financial Federal Credit Union

Business Leadership

Peter Yang, *Division President*

Chris Cho, *Division President*

Anna Chung, *Chief Community Lending Officer*

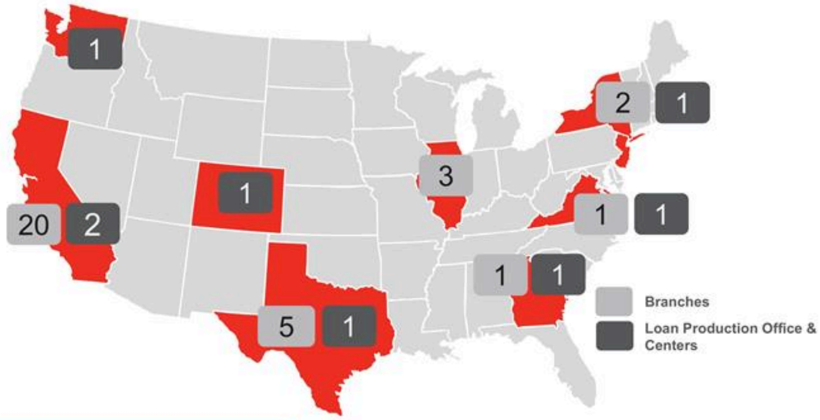
Larsen Lee, *Chief Mortgage Lending Officer*

Kevin Kepp, *Sr. BDO - Commercial Equipment Leasing Division*

Fred Lie, *Chief Digital Banking Officer*

Mansun Cho, *Head of Regional Retail - California*

NATIONWIDE NETWORK



INVESTMENT HIGHLIGHTS

As of 2Q26

$8.0B TOTAL ASSETS	**$6.5B** LOANS
$7.0B DEPOSITS	**9%** LOAN GROWTH(1)
$27.04 TBVPS(2)	**10.03%** TCE/TA(2)

Experienced Bankers with Deep Community Ties

Second Largest Korean-American Bank in the U.S.

- Founded in 1982 in Los Angeles, as the first Korean-American bank
- 32 full-service branches, five loan production offices and three loan centers in California, Texas, Illinois, Virginia, New Jersey, New York, Colorado, Washington, and Georgia
- Focused on MSAs with high Asian-American and multi-ethnic populations
- Strong track record of growth
- Well capitalized, significantly above regulatory requirements

(1) CAGR based on the average loan growth between 2013, when new executive management was appointed, and 2Q26
(2) Non-GAAP financial measure; refer to the non-GAAP reconciliation slide

THE HANMI TIMELINE

For over 40 years, we have been dedicated to helping our stakeholders bank on their dreams.

1982
- First Korean American Bank in the U.S.

1988
- Began offering SBA loans
- Acquired First Global Bank

2001
- Listed HAFC common stock

2004
- Acquired Pacific Union Bank ($1.2 billion in assets)

2007
- Completed $70 million secondary common stock offering

2014
- Acquired Central Bancorp, Inc. ($1.3 billion in assets)

2016
- Acquired Commercial Equipment Leasing Division ($228 million in assets)

2017
- Assets surpassed $5 billion
- Opened a Manhattan, NY branch

2018
- Opened Chinatown branch in Houston, Texas

2020
- Launch of USKC[1]
- Revitalization of mortgage lending

2022
- Assets surpassed $7 billion
- Celebrated 40th Anniversary

2024
- Opened Representative Office in Seoul, South Korea

(1) U.S. subsidiaries of Korean Corporations

2Q26 Performance Results

2Q26 HIGHLIGHTS

Earnings Performance

- Net income was $23.5 million, or $0.79 per diluted share, up 4.2% from the first quarter, driven by continued growth in net interest income and lower credit loss expense. Return on average assets and return on average equity during the quarter were 1.20% and 11.09%, respectively.
- Net interest income increased 1.0% from the prior quarter, driven by higher earning asset yields from the growth in commercial real estate and commercial and industrial lending. The increase was further supported by an improved funding mix, including lower-cost interest-bearing deposits and reduced borrowings.

Deposits and Loans

- Deposits increased 2.3% to $7.0 billion from the prior quarter and noninterest-bearing demand deposits increased to 31% of total deposits, from 30% for the prior quarter.
- New loan production was $371.9 million for the second quarter of 2026 at an average rate of 6.59%, while payoffs were $156.4 million at an average rate of 6.39%.

Asset Quality and Capital

- Asset quality remained strong as nonperforming assets to total assets was 0.12%, an improvement of four basis points from the prior quarter, and nonperforming loans to total loans was 0.15%, also an improvement of four basis points from the prior quarter.
- Hanmi returned 58% of second-quarter net earnings to stockholders in the form of $8.3 million in dividends and $5.2 million in share repurchases; capital ratios remained healthy with tangible common equity to tangible assets[1] at 10.03%.

Net Income	ROAE
$23.5M	11.09%
Diluted EPS	**NIM**
$0.79	3.36%
ROAA	**Efficiency Ratio**
1.20%	54.07%

(1) Non-GAAP financial measure; refer to the non-GAAP reconciliation slide.

LOAN PRODUCTION

Loan production of **$371.9 million** for the second quarter, which included Commercial Real Estate production of **$170.1 million**.

$170.1M
Commercial real estate loan production

$89.2M
Commercial and industrial loan production

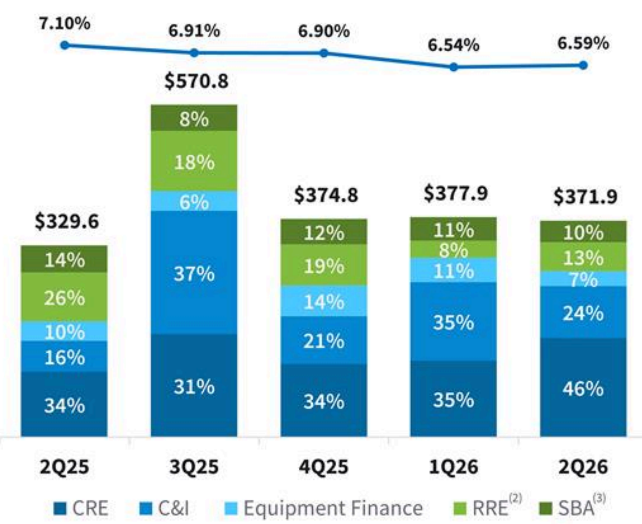
$25.5M
Equipment finance production

$50.0M
Residential mortgage production

$37.1M
SBA loan production

(1) Weighted average interest rate is the stated loan interest rate weighted by the loan amount.
(2) Production includes mortgage loan purchases of $10.3 million, $3.0 million, $3.4 million, and $12.3 million for 2Q25, 3Q25, 4Q25, and 2Q26, respectively.
(3) $46.8 million, $44.9 million, $44.1 million, $40.7 million, and $37.1 million of SBA loan production includes $23.3 million, $20.6 million, $22.3 million, $23.9 million, and $20.2 million of loans secured by CRE and the remainder represents C&I loans for 2Q25, 3Q25, 4Q25, 1Q26, and 2Q26, respectively.

New Production and Weighted Average Interest Rate(1)
($ in millions)



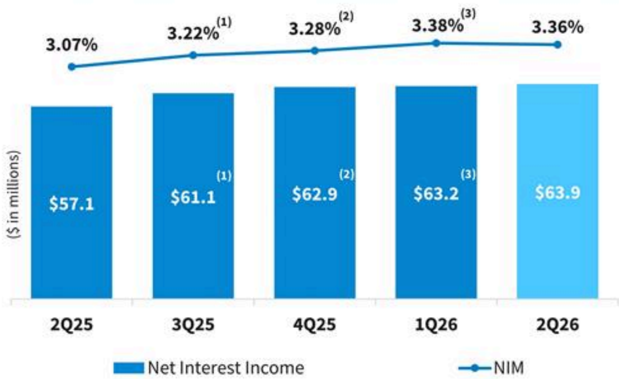
2Q26 FINANCIAL SUMMARY

($ in millions, except EPS)	June 30, 2026	March 31, 2026	June 30, 2025	Change [1] Q/Q	Change [1] Y/Y
Income Statement Summary					
Net interest income before credit loss	$ 63.9	$ 63.2	$ 57.1	1.0%	11.8%
Noninterest income	8.3	8.5	8.1	-2.2%	3.4%
Operating revenue	72.2	71.7	65.2	0.6%	10.7%
Noninterest expense	39.0	38.4	36.3	1.7%	7.4%
Preprovision net revenue[2]	33.2	33.4	28.9	-0.6%	14.9%
Credit loss expense	1.2	2.9	7.6	-59.0%	-84.5%
Pretax income	32.0	30.5	21.2	4.9%	50.6%
Income tax expense	8.5	7.9	6.1	6.9%	38.6%
Net income	**$ 23.5**	**$ 22.6**	**$ 15.1**	**4.2%**	**55.5%**
EPS-Diluted	**$ 0.79**	**$ 0.75**	**$ 0.50**		
Selected Balance Sheet Items					
Loans receivable	$ 6,535	$ 6,545	$ 6,306	-0.2%	3.6%
Deposits	6,955	6,801	6,729	2.3%	3.4%
Total assets	8,001	7,839	7,862	2.1%	1.8%
Stockholders' equity	$ 813	$ 803	$ 763	1.2%	6.5%
TCE/TA[2]	10.03%	10.11%	9.58%	(8)	45
Performance Metrics					
Return on average assets	1.20%	1.18%	0.79%	2	41
Return on average equity	11.09%	10.86%	7.48%	23	361
Net interest margin	3.36%	3.38%	3.07%	(2)	29
Efficiency ratio	54.07%	53.48%	55.74%	59	(167)

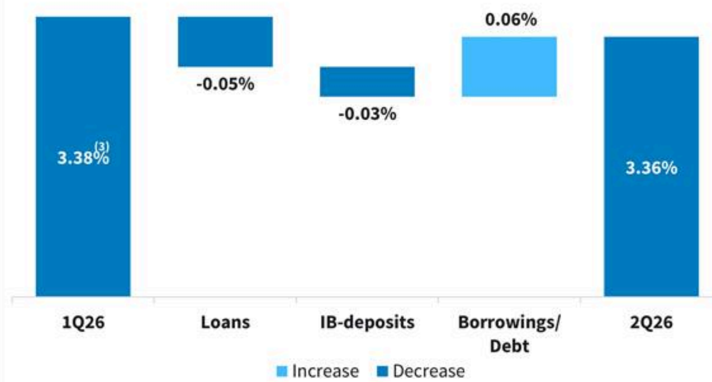
Note: Numbers may not add due to rounding.
(1) Percentage change calculated from dollars in thousands; change in basis points for selected balance sheet items and performance metrics.
(2) Non-GAAP financial measure, refer to the non-GAAP reconciliation slide.

NET INTEREST INCOME | NET INTEREST MARGIN

Net interest income for the second quarter was **$63.9 million** and net interest margin (taxable equivalent) was **3.36%**.



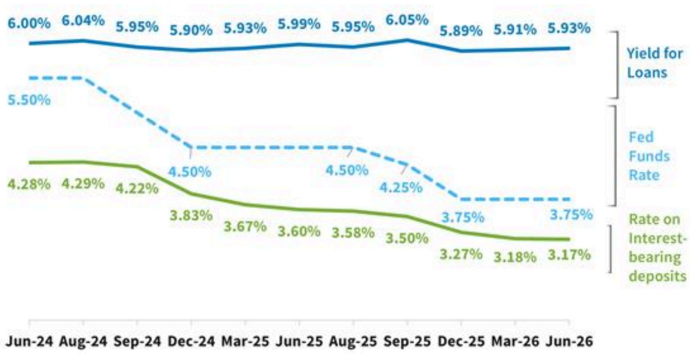
Net Interest Margin



(1) Includes a $0.6 million interest recovery from a previously charged-off loan; represents approximately 3 bps of net interest margin
(2) Includes a $0.2 million interest recovery from a previously charged-off loan and loans returned to accruing status; represents approximately 2 bps of net interest margin
(3) Includes a $0.5 million special FHLB dividend; represents approximately 2 bps of net interest margin

NET INTEREST INCOME SENSITIVITY

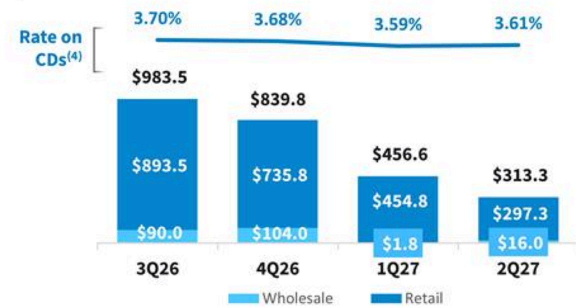
Loan & Deposit Beta[1]



Time Horizon:	Aug 24 – Aug 25	Aug 25 – Jun 26
Change in the Fed Funds Rate:	-100 bps	-75 bps
Deposit Beta:	71%	55%

Fed Funds Rate & Rate on CDs

Deposits – CD Maturities ($ in millions)



Numbers may not add due to rounding.

(1) Yield for loans and rate on interest-bearing deposits represent monthly average yield and rate, respectively. Fed funds rate represents the upper target rate at the end of the month. Beta is measured monthly between August 2024, when the fed funds rate was 5.50%, and August 2025, when the fed funds rate was 4.50%, and between August 2025, when the fed funds rate was 4.50%, and June 2026, when the fed funds rate was 3.75%.

(2) Average rates on CDs and interest bearing-deposits for the month of June 2026 were 3.64% and 3.17%, respectively.

(3) Fed funds rate represents the upper-target rate at the end of the quarter.

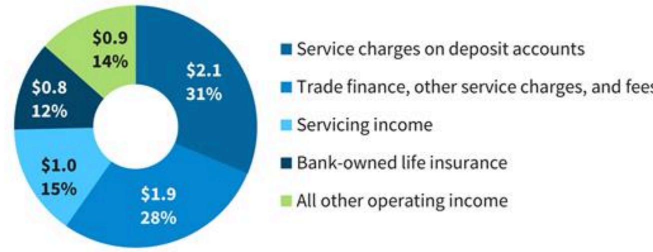
(4) Represent weighted average contractual rates.

NONINTEREST INCOME

Noninterest income for the second quarter was **$8.3 million**, down **2.2%** from the first quarter, primarily due to a **$0.8 million** decrease in gain on sale of SBA loans.

Noninterest Income ($ in millions)

2Q26 Service Charges, Fees & Other ($ in millions)

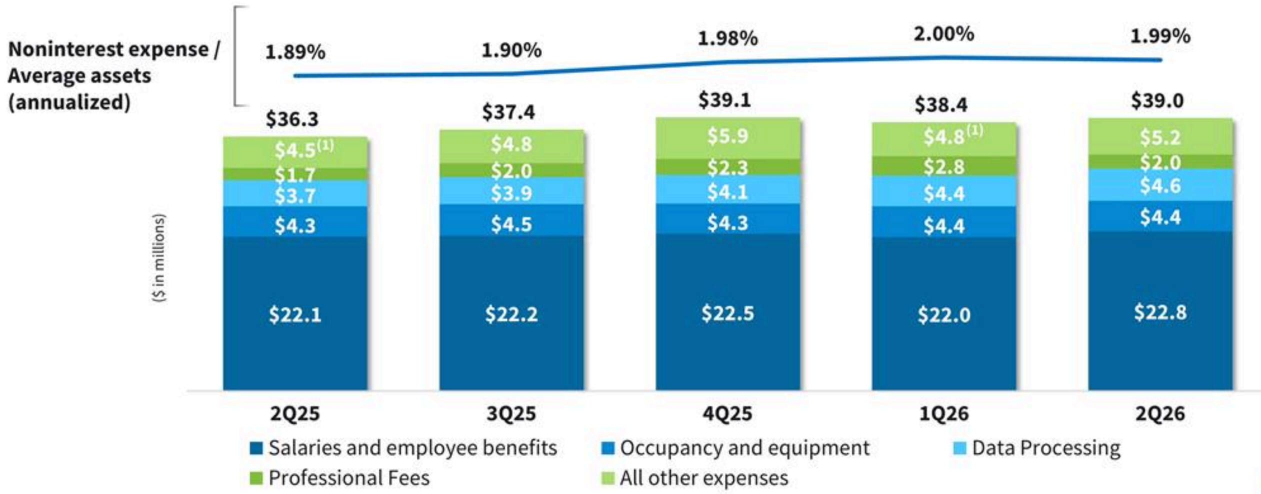


SBA 7(a) Loan Production and Sales ($ in millions)

Numbers may not add due to rounding.
(1) Includes $0.4 million, $0.9 million, $0.3 million, and $0.5 million in BOLI death benefits for 2Q25, 3Q25, 1Q26, and 2Q26, respectively.
(2) 4Q25, 1Q26, and 2Q26 each had one mortgage loan sale transaction. 2Q25 and 3Q25 had zero and two transactions, respectively.

NONINTEREST EXPENSE

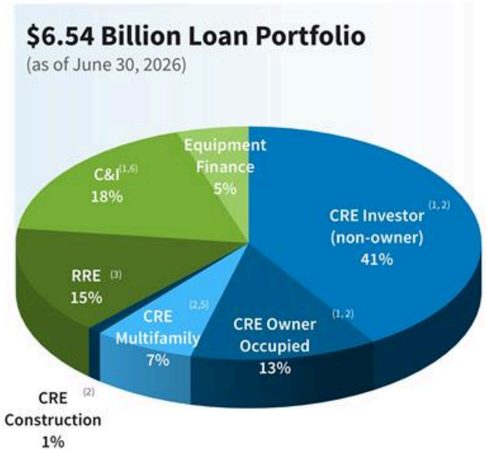
Noninterest expense was **$39.0 million** for the second quarter, up **1.7%** from the first quarter, principally due to an increase in salaries and benefits from an additional business day in the second quarter and annual merit increases.



(1) Includes a $0.6 million and $0.8 million gain from the sale of OREO properties in 2Q25 and 1Q26, respectively.

Balance Sheet Composition and Trends

LOAN PORTFOLIO



	Outstanding ($ in millions)	2Q26 Average Yield
Commercial Real Estate (CRE)[1,2] Portfolio	$4,022	5.76%
Residential Real Estate (RRE)[3] Portfolio	$979	5.40%
Commercial & Industrial (C&I)[1,6] Portfolio	$1,171	6.57%
Equipment Finance Portfolio	$363	6.80%

	# of Loans	Weighted Average Loan-to-Value Ratio[4]	Weighted Average Debt Coverage Ratio[4]
CRE[2] Investor (non-owner)	834	48.7%	2.05x
CRE[2] Owner Occupied	734	46.3%	2.68x
CRE[2,5] Multifamily	159	55.8%	1.73x

Note: Numbers may not add due to rounding.

(1) Includes syndicated loans of $572.1 million in total commitments ($474.6 million disbursed) across C&I ($471.3 million committed and $389.0 million disbursed) and CRE ($100.8 million committed and $85.6 million disbursed)

(2) CRE is a combination of Investor (non-owner), Owner Occupied, Multifamily, and Construction. Investor (or non-owner occupied) property is where the investor (borrower) does not occupy the property. The primary source of repayment stems from the rental income associated with the respective properties. Owner Occupied property is where the borrower owns and occupies the property. The primary source of repayment is the cash flows from the ongoing operations and activities conducted by the borrower/owner. Multifamily real estate is a residential property that has 5 or more housing units.

(3) Residential real estate is a loan (mortgage) secured by a single-family residence, including one to four units (duplexes, triplexes, and fourplexes). RRE also includes $0.8 million of HELOCs and $5.0 million in consumer loans.

(4) Weighted average LTV and weighted average DCR calculated when the loan was first underwritten or renewed subsequently.

(5) $84.0 million, or 18.3%, of the CRE multifamily loans are rent-controlled in New York City.

(6) Includes $234.2 million of loans to nondepository financial institutions (NDFI), principally mortgage credit intermediaries.

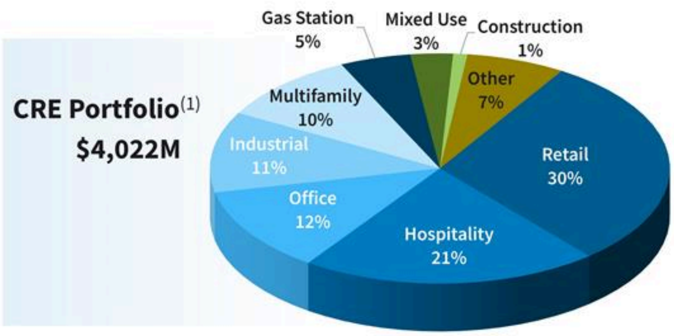
LOAN PORTFOLIO MATURITIES

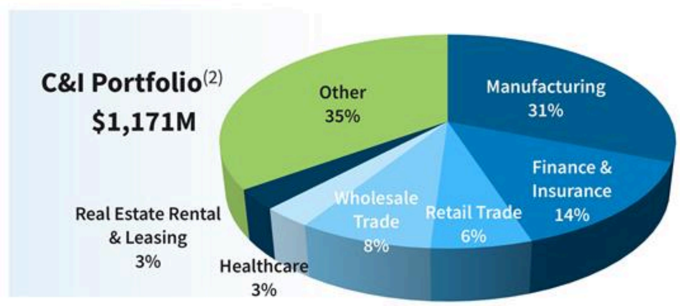
($ in millions)	<1 Year	1-3 Years	>3 Years	Total
Real Estate Loans				
Retail	$ 267.7	$ 399.7	$ 525.8	$ 1,193.2
Hospitality	234.8	268.3	355.5	858.6
Office	208.7	204.7	65.7	479.1
Other	325.3	510.3	642.0	1,477.7
Commercial Property	**$ 1,036.5**	**$ 1,383.0**	**$ 1,589.0**	**$ 4,008.6**
Construction	13.8	-	-	13.8
RRE/Consumer	4.7	0.1	974.2	978.9
Total Real Estate Loans	**$ 1,054.9**	**$ 1,383.1**	**$ 2,563.2**	**$ 5,001.2**
C&I[1]	426.1	236.4	508.8	1,171.3
Equipment Finance	36.1	166.3	160.5	362.8
Loans Receivable	**$ 1,517.1**	**$ 1,785.8**	**$ 3,232.5**	**$ 6,535.3**

Note: numbers may not add due to rounding.
(1) $361.8 million of C&I are lines of credit expected to be renewed and maintain a maturity of less than one year.

LOAN PORTFOLIO DIVERSIFICATION

- CRE[1] represents **62%** of the total portfolio
- C&I[2] represents **18%** of the total portfolio.

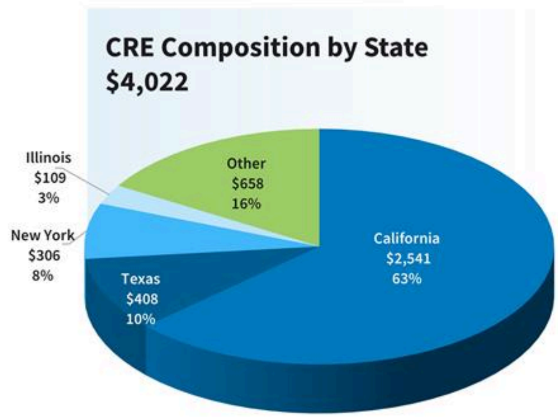


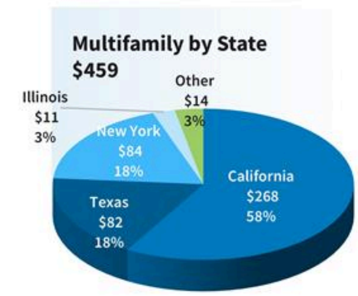


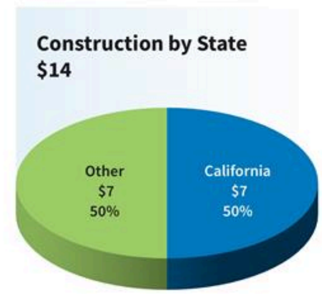
(1) $120.0 million, or 3.0%, and $34.9 million, or 0.9%, of the CRE portfolio are unguaranteed and guaranteed SBA loans, respectively.
(2) $63.8 million, or 5.5%, and $47.7 million, or 4.1%, of the C&I portfolio are unguaranteed and guaranteed SBA loans, respectively.

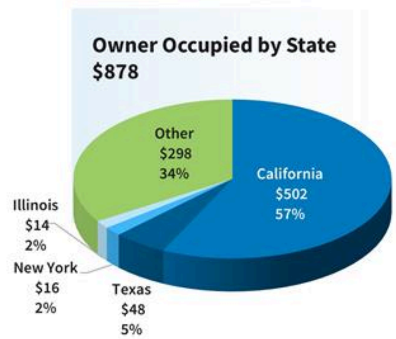
CRE PORTFOLIO GEOGRAPHICAL EXPOSURE

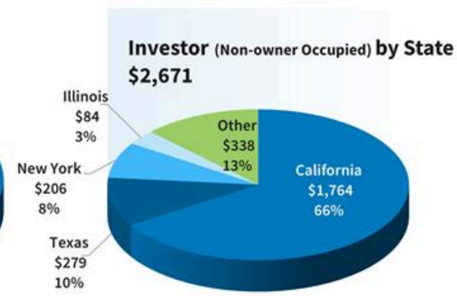
($ in millions)









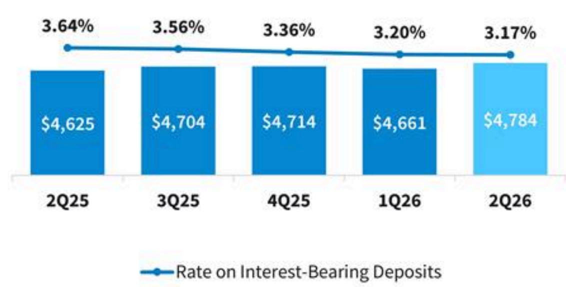


DEPOSIT PORTFOLIO

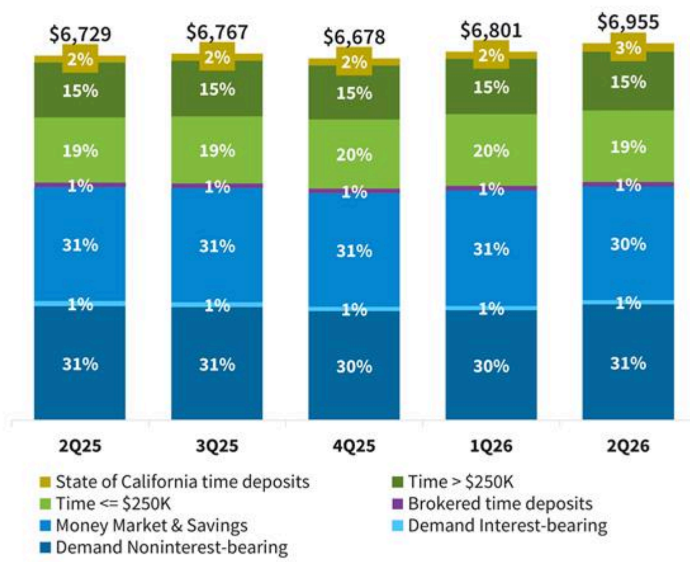
Total deposits increased **2.3%** to **$6.96 billion**, from the prior quarter.

Noninterest-bearing demand deposits represented 30.7% of total deposits at June 30, 2026. Estimated uninsured deposit liabilities were 43.4% of deposits. Brokered deposits were 1.3% of deposits.

Average Interest-bearing Deposits ($ in millions)



Deposits ($ in millions)



Note: Numbers may not add due to rounding.

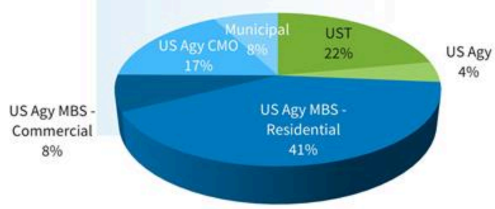
SECURITIES PORTFOLIO

The **$962.3 million** securities portfolio (all AFS, no HTM) represented **12%** of assets at June 30, 2026, and had a weighted average modified duration of 3.5 years with **$65.6 million** in an unrealized loss position.

Principal Paydowns[3] ($ in millions)

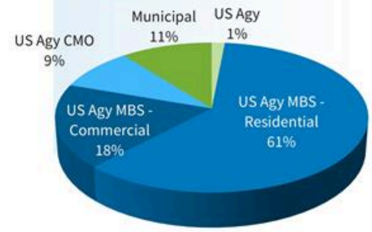
Available for Sale[1]

$962 Million



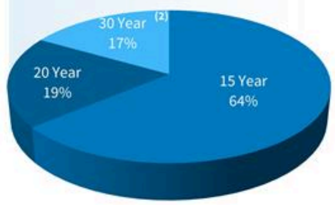
Unrealized Loss

$66 Million



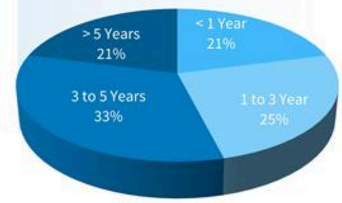
US Agy Residential MBS Maturity

$387 Million



Securities Duration

3.5 Years



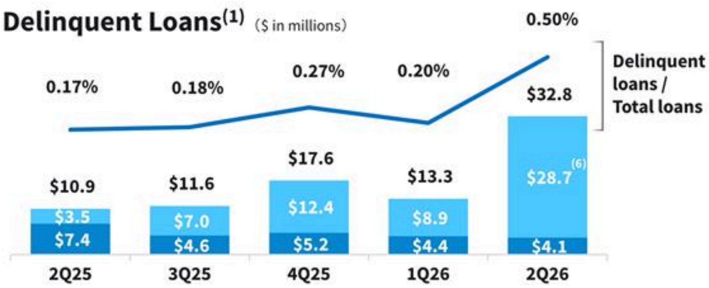
Note: Numbers may not add due to rounding.
(1) Based on the book value.
(2) 98.0% constitutes CRA bonds.
(3) 2026 year-to-date observed $158.9 million of principal paydown and $14.6 million of interest payments.

Asset Quality

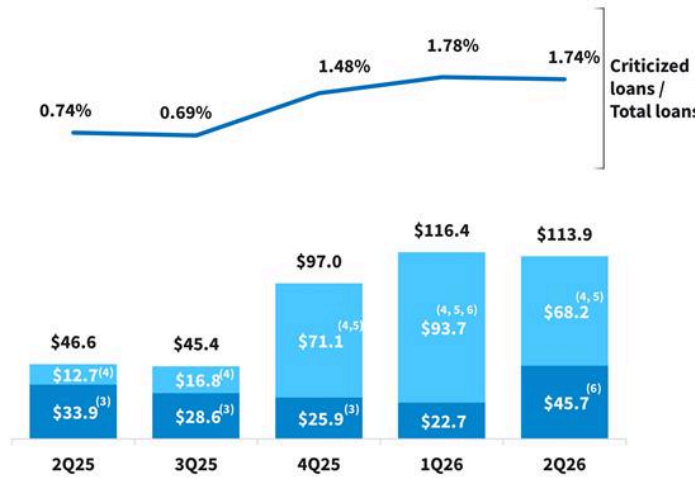
ASSET QUALITY – DELINQUENT & CRITICIZED LOANS

The **$19.5 million** increase in delinquent loans in the second quarter was primarily driven by a **$21.2 million** commercial real estate retail loan.

Delinquent Loans[1] ($ in millions)



Criticized Loans[2] ($ in millions)



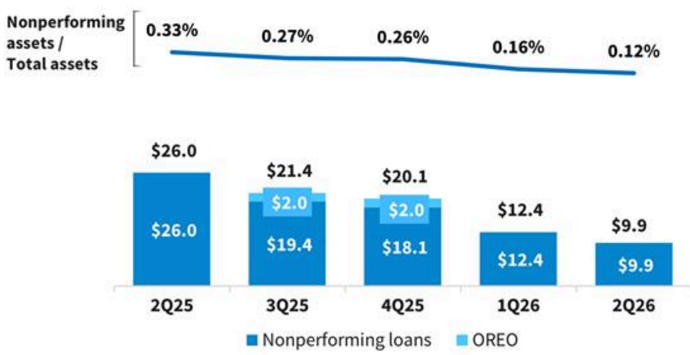
Note: Numbers may not add due to rounding.

(1) Represents loans 30 to 89 days past due and still accruing.
(2) Includes nonaccrual loans of $24.1 million, $19.4 million, $18.1 million, $12.4 million, and $9.9 million as of 2Q25, 3Q25, 4Q25, 1Q26, and 2Q26, respectively.
(3) Includes a CRE loan designated nonaccrual of $11.0 million, $10.6 million and $10.2 million for 2Q25 and 3Q25, and 4Q25, respectively.
(4) Includes a C&I relationship in the retail industry of $12.2 million, $11.8 million, $11.6 million, $11.4 million, and $11.2 million for 2Q25, 3Q25, 4Q25, 1Q26, and 2Q26, respectively.
(5) Includes a CRE loan of $55.0 million, $54.8 million, and $54.5 million in the hospitality industry for 4Q25, 1Q26, and 2Q26, respectively.
(6) Includes a CRE loan in the retail industry of $21.2 million for both 1Q26 and 2Q26.

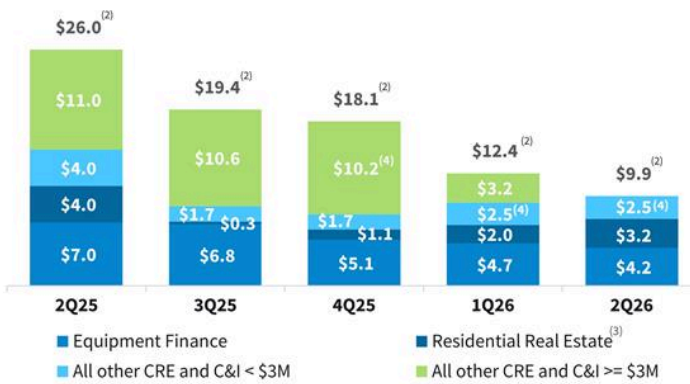
ASSET QUALITY – NONPERFORMING ASSETS & NONACCRUAL LOANS

Nonperforming assets were **$9.9 million** at the end of the second quarter, down **20.2%** from **$12.4 million** at the end of the first quarter.

Nonperforming Assets[1] ($ in millions)



Nonaccrual Loans ($ in millions)



Note: Numbers may not add due to rounding.

(1) Nonperforming assets exclude repossessed personal property of $0.6 million, $0.4 million, $0.6 million, $0.3 million, and $0.3 million for 2Q25, 3Q25, 4Q25, 1Q26, and 2Q26, respectively.

(2) Specific allowance for credit losses for 2Q25, 3Q25, 4Q25, 1Q26, and 2Q26 was $4.1 million, $4.4 million, $3.4 million, $3.2 million, and $2.6 million, respectively.

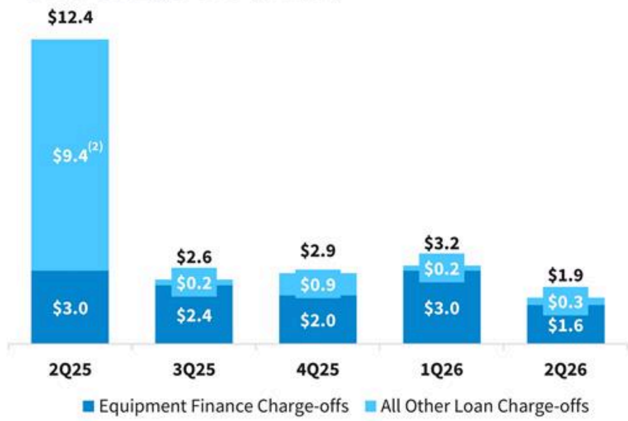
(3) Residential real estate includes consumer loans.

(4) Represents a CRE loan with a balance of $10.2 million, $0.3 million, and $0.3 million at 4Q25, 1Q26, and 2Q26, respectively.

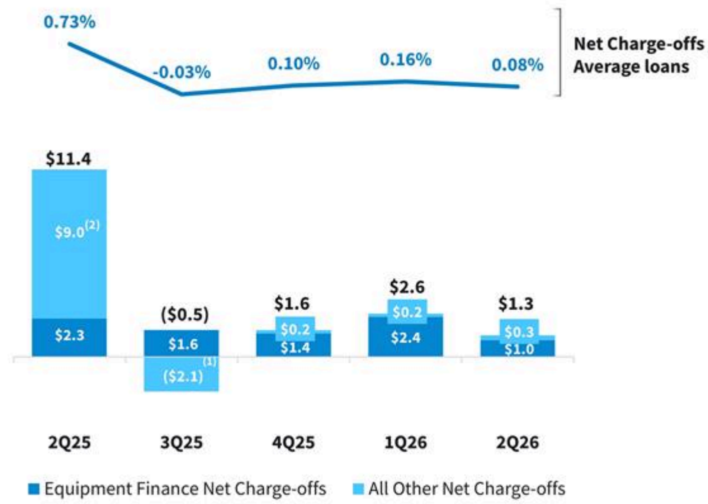
ASSET QUALITY – GROSS & NET LOAN CHARGE-OFFS

Net charge-offs for the second quarter were **$1.3 million,** or **8 bps** annualized.

Gross Charge-offs ($ in millions)



Net Charge-offs (Recoveries) ($ in millions)



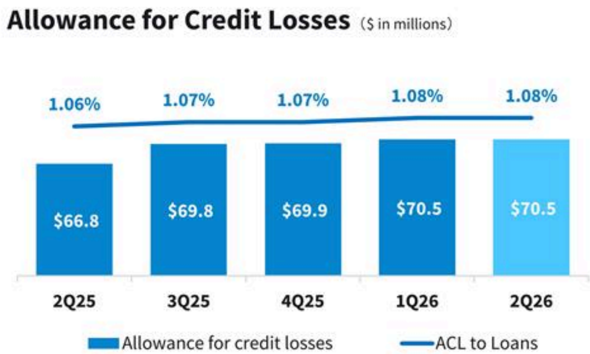
Note: Numbers may not add due to rounding.

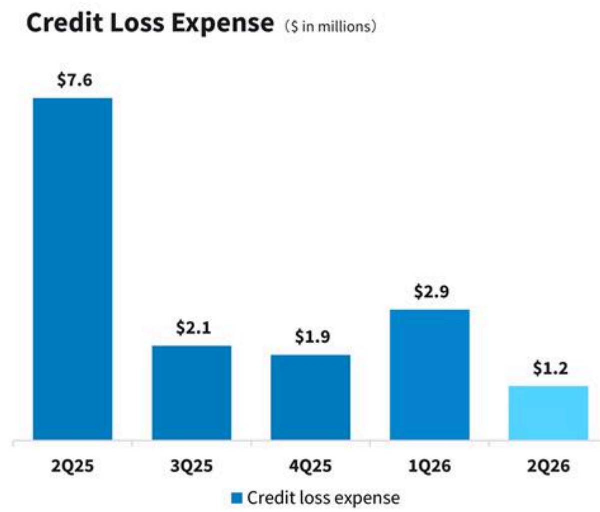
(1) Includes a $2.0 million recovery on a loan previously charged-off in 3Q25.

(2) Includes an $8.6 million commercial real estate loan charge-off.

ACL TREND

The allowance for credit losses was **$70.5 million** at June 30, 2026, or **1.08%** of total loans, unchanged from the prior quarter.





ACL ANALYSIS BY LOAN TYPE

($ in millions)	June 30, 2026		March 31, 2026		December 31, 2025		September 30, 2025		June 30, 2025	
	Allowance	Loans	Allowance	Loans	Allowance	Loans	Allowance	Loans	Allowance	Loans
CRE	$ 37.4	$ 4,022.3	$ 36.8	$ 3,998.1	$ 38.7	$ 4,030.1	$ 40.2	$ 4,015.3	$ 37.5	$ 3,948.9
C&I	8.7	1,171.3	8.8	1,152.6	7.8	1,074.9	7.3	1,052.5	6.9	918.0
Equipment Finance	12.7	362.8	11.6	392.6	10.4	408.5	11.0	416.9	11.8	445.2
RRE & Consumer	11.7	978.9	13.3	1,002.2	13.0	1,049.9	11.3	1,043.6	10.6	993.9
Total	**$ 70.5**	**$ 6,535.3**	**$ 70.5**	**$ 6,545.5**	**$ 69.9**	**$ 6,563.4**	**$ 69.8**	**$ 6,528.3**	**$ 66.8**	**$ 6,306.0**

Note: Numbers may not add due to rounding.

Capital and Liquidity

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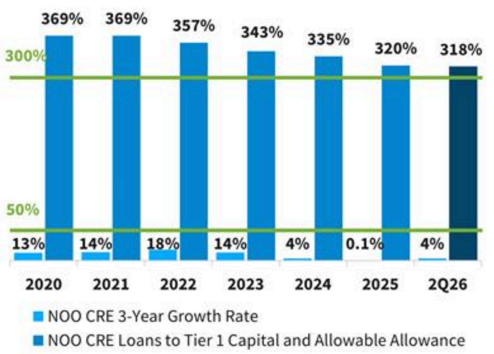
RISK MANAGEMENT

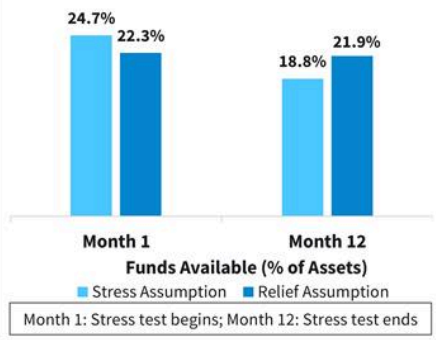
CRE Concentration

Hanmi has not exceeded the supervisory criteria to be considered to have CRE concentration risk under regulatory guidance[1]; however, Hanmi's risk management practices address the six elements of regulatory guidance[2]



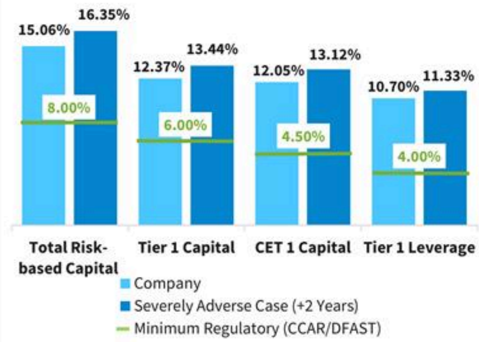
Liquidity Stress Test

Hanmi's risk management practices include comprehensive contingency funding plans intended to plan for funding needs in scenarios of liquidity shortfall. Management performs the test quarterly. The recent stress test indicates that the Bank could withstand a severe stress[3] scenario and remain above policy minimums



Capital Stress Test

Hanmi is not required to perform a capital stress test; however, Hanmi's risk management practices include an annual capital stress test for the Company and the Bank using applicable CCAR assumptions[4]



(1) Source: FDIC Financial Institution Letters (FIL-64-2023), as of December 18, 2023; also total ADC (Acquisition, Development, and Construction) loans are well below 100% of Bank's total capital for all periods presented

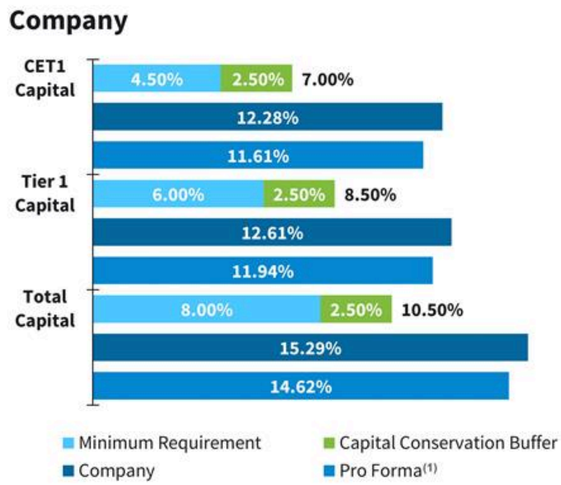
(2) Six elements of regulatory guidance – (1) maintain strong capital levels, (2) ensure that credit loss allowances are appropriate, (3) manage construction and development (C&D) and CRE loan portfolios closely, (4) maintain updated financial and analytical information, (5) bolster the loan workout infrastructure, (6) maintain adequate liquidity and diverse funding sources

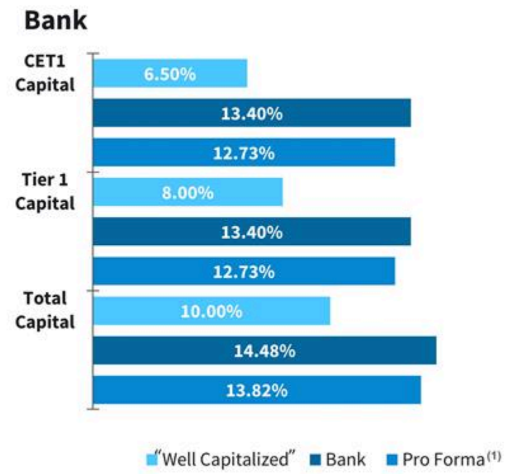
(3) Liquidity stress test based on deposits at March 31, 2026. Severe stress scenario makes the following stress assumptions: (a) 22% deposit outflow in month one of the 12-month forecast, (b) Bank unable to replace wholesale deposits, (c) federal fund lines cut off, and (d) reduced loan and securities collateral-based FHLB and FRB borrowing capacity; and the relief scenario constitutes drawing down borrowings from the FHLB.

(4) Capital ratios at December 31, 2025 for the Company. 2026 CCAR makes the following assumptions: (a) trough real GDP growth declining by 5.4%, (b) peak unemployment rate reaching 10.0%, (c) housing prices declining by 30.0%, and (d) CRE valuations declining by 39.0%

REGULATORY CAPITAL

The Company **exceeded regulatory minimums** and the Bank remained **"well capitalized"** at June 30, 2026.





(1) Pro forma illustrates capital ratios with unrealized AFS securities losses at June 30, 2026. Non-GAAP financial measure; refer to the non-GAAP reconciliation slide.

LIQUIDITY

The Bank and the Company had **ample liquidity** resources at June 30, 2026.

Liquidity Position ($ in millions)

		Balance	% of Assets
Cash & cash equivalents	$	331	4.2%
Securities (unpledged)		850	10.7%
Loans held for sale		17	0.2%
Liquid Assets		**1,198**	**15.1%**
FHLB available borrowing capacity		1,441	18.1%
FRB discount window borrowing capacity		858	10.8%
Federal funds lines (unsecured) available		140	1.8%
Secondary Liquidity Sources		**2,439**	**30.7%**
Bank Liquidity (Liquid Assets + Secondary Liquidity)	$	**3,637**	**45.7%**

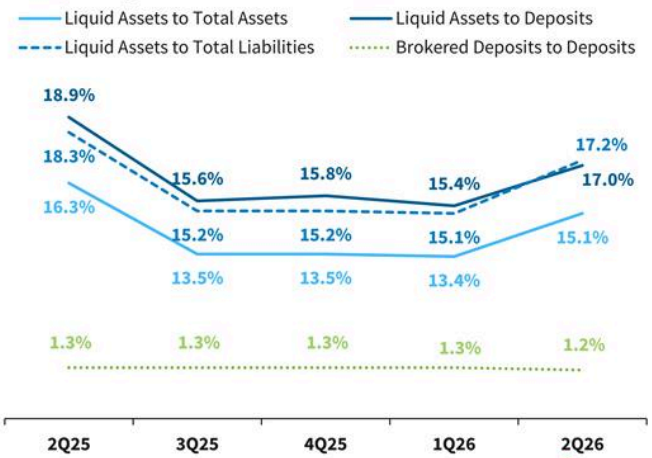
Company-only Subordinated Debentures ($ in millions)

	Par	Amortized Cost	Rate
2036 Trust Preferred Securities	$ 27	$ 22	5.33% (1)
2031 Subordinated Debt	110	109	3.75% (2)
	$ 137	**$ 131**	

Cash & Securities at Company-only ($ in millions)

	Balance
Cash	$ 8
Securities (AFS)	46
	$ 54

Liquidity Ratios



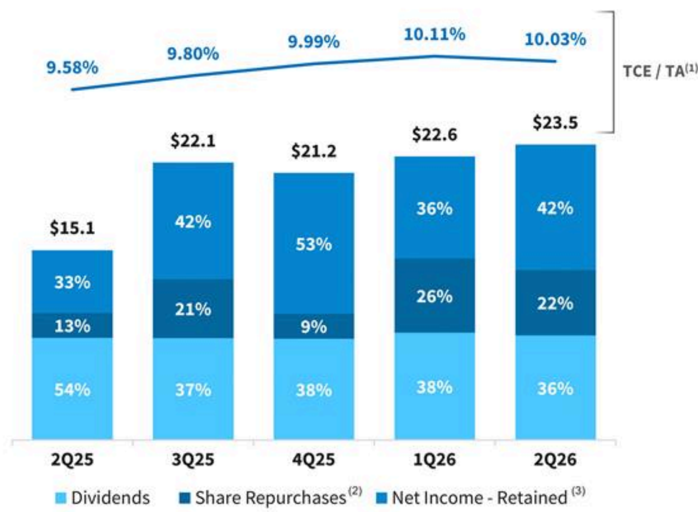
(1) Rate at June 30, 2026, based on 3-month SOFR + 166 bps.
(2) Issued in August 2021 and due in September 2031. The interest rate is fixed at 3.75% for 5 years. The rate resets quarterly commencing September 1, 2026 to the 3-month SOFR + 310 bps.

CAPITAL MANAGEMENT

Due to prudent capital management, while driving stockholder return through stable quarterly dividends and the share repurchase program, tangible book value per share (TBVPS)[1] increased **1.8%** to **$27.04** at the end of the second quarter.

TBVPS[1] & TCE/TA[1]

Dividends, Share Repurchases & TCE/TA[1] ($ in millions)



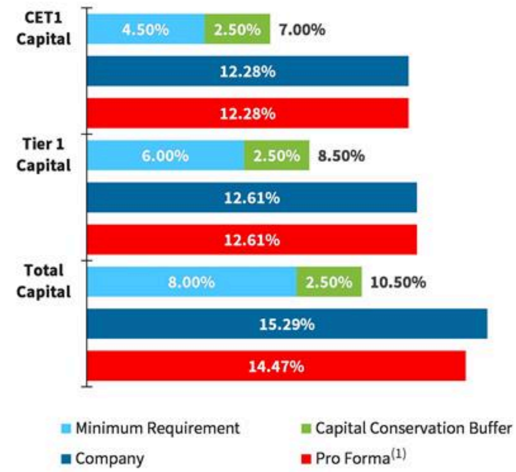
(1) Non-GAAP financial measure, refer to the non-GAAP reconciliation slides.
(2) Includes shares purchased to satisfy employees' tax liabilities upon the vesting of stock-based compensation of $0.4 million, $1.1 million, and $0.4 million for 2Q25, 1Q26, and 2Q26, respectively.
(3) "Net Income – Retained" is equal to net income minus dividend payout and share repurchases.

PRO FORMA CAPITAL RATIOS

($ in thousands, except ratios)

Hanmi Financial Corporation		As Reported 6/30/2026		Pro Forma[1] for $55MM New Sub Debt Call 2031 Sub Debt
Cash & Securities	$	1,227,815	$	1,171,878
Loans, net		6,464,837		6,464,837
Intangible Assets		11,031		11,031
Other Assets		297,790		297,790
Total Assets	$	8,001,473	$	7,945,536
Deposits	$	6,955,342	$	6,955,342
2031 Subordinated Notes		110,000		-
2036 Junior Subordinated Notes		21,934		21,934
Proposed Subordinated Notes, Net		-		54,063
Other Liabilities		101,517		101,517
Total Liabilities	$	7,188,793	$	7,132,856
Total Equity	$	812,680	$	812,680
Total Liabilities & Equity	$	8,001,473	$	7,945,536
Capital Ratios				
TCE / TA (Consolidated)		10.03%		10.10%
Tier 1 Leverage Ratio (Consolidated)		10.94%		11.02%
CET1 Ratio (Consolidated)		12.28%		12.28%
Tier 1 Risk-Based Capital Ratio (Consolidated)		12.61%		12.61%
Total Risk-Based Capital Ratio (Consolidated)		15.29%		14.47%

Hanmi Financial Corporation



Note: Numbers may not add due to rounding

(1) For illustrative purposes, assumes the completion of a $55 million subordinated debt offering with a 1.25% placement fee and $250 thousand of fixed offering costs and the redemption of $110 million of subordinated notes due 2031, in each case as of June 30, 2026

PRO FORMA DOUBLE LEVERAGE & DEBT SERVICE COVERAGE

($ in thousands, except ratios)

	Historic and Pro Forma Debt Service Coverage			
	As Reported			Pro Forma Q2 2026[1] $55MM New Sub Debt Call 2031 Sub Debt
	2024	2025	Q2 2026	
Equity Investment in Subsidiaries	$ 813,317	$ 873,451	$ 889,932	$ 833,995
Consolidated Equity	$ 732,174	$ 796,386	$ 812,680	$ 812,680
Double Leverage Ratio	**111.1%**	**109.7%**	**109.5%**	**102.6%**

	Historic and Pro Forma Debt Service Coverage			
	As Reported			Pro Forma Q2 2026 YTD[1] $55MM New Sub Debt Call 2031 Sub Debt
	2024	2025	Q2 2026 YTD	
Total Deposit Interest	$ 182,692	$ 164,705	$ 74,512	$ 74,512
Sub Debt Interest - 2031 Subordinated Notes[2]	4,125	4,125	2,063	-
Sub Debt Interest - 2036 Junior Subordinated Notes[2]	1,820	1,552	700	700
Sub Debt Interest - Proposed $55MM Subordinated Notes[2][3]	-	-	-	1,705
Other Borrowing Interest	6,746	3,727	830	830
Total Interest Expense and Pre-Tax Debt Service	195,383	174,109	78,105	77,747
Pre-Tax Income, GAAP	$ 88,605	$ 107,927	$ 62,461	$ 62,819
Debt Service Coverage (including deposit expense)	**1.5x**	**1.6x**	**1.8x**	**1.8x**
Debt Service Coverage (excluding deposit expense)	**8.0x**	**12.5x**	**18.4x**	**20.4x**

(1) For illustrative purposes, assumes the completion of a $55 million subordinated debt offering with a 1.25% placement fee and $250 thousand of fixed offering costs and the redemption of $110 million of subordinated notes due 2031, in each case as of June 30, 2026
(2) Excludes amortization of unamortized issuance cost for 2031 and proposed 2036 subordinated notes and unaccreted discount for 2036 junior subordinated notes
(3) Illustrative subordinated debt coupon of 6.25%

Non-GAAP Reconciliation

NON-GAAP RECONCILIATION:
TANGIBLE COMMON EQUITY TO TANGIBLE ASSET RATIO

(In thousands, except share, per share data and ratios)

Hanmi Financial Corporation	June 30, 2026	March 31, 2026	December 31, 2025	September 30, 2025	June 30, 2025
Assets	$ 8,001,473	$ 7,839,227	$ 7,869,185	$ 7,856,731	$ 7,862,363
Less goodwill and other intangible assets	(11,031)	(11,031)	(11,031)	(11,031)	(11,031)
Tangible assets	$ 7,990,442	$ 7,828,196	$ 7,858,154	$ 7,845,700	$ 7,851,332
Stockholders' equity [1]	$ 812,680	$ 802,819	$ 796,386	$ 779,550	$ 762,834
Less goodwill and other intangible assets	(11,031)	(11,031)	(11,031)	(11,031)	(11,031)
Tangible stockholders' equity [1]	$ 801,649	$ 791,788	$ 785,355	$ 768,519	$ 751,803
Add AFS securities AOCI	46,552	45,570	43,277	48,004	54,541
Tangible stockholders' equity without AFS securities AOCI [1]	$ 848,201	$ 837,358	$ 828,632	$ 816,523	$ 806,344
Stockholders' equity to assets	10.16%	10.24%	10.12%	9.92%	9.70%
Tangible common equity to tangible assets (TCE/TA) [1]	10.03%	10.11%	9.99%	9.80%	9.58%
TCE/TA (w/o AFS securities AOCI) [1]	10.62%	10.70%	10.54%	10.41%	10.27%
Common shares outstanding	29,650,306	29,806,694	29,894,757	29,975,371	30,176,568
Tangible common equity per common share	$27.04	$26.56	$26.27	$25.64	$24.91

(1) There were no preferred shares outstanding at the periods indicated.

NON-GAAP RECONCILIATION:

PRO FORMA REGULATORY CAPITAL

($ in thousands)	Company(1)			Bank(1)		
	Common Equity Tier 1	Tier 1	Total Risk-based	Common Equity Tier 1	Tier 1	Total Risk-based
Regulatory capital	$ 836,297	$ 858,231	$ 1,041,195	$ 912,635	$ 912,635	$ 985,599
Unrealized loss on AFS securities	(46,552)	(46,552)	(46,552)	(46,443)	(46,443)	(46,443)
Adjusted regulatory capital	$ 789,745	$ 811,679	$ 994,643	$ 866,192	$ 866,192	$ 939,156
Risk weighted assets	$ 6,808,155	$ 6,808,155	$ 6,808,155	$ 6,808,585	$ 6,808,585	$ 6,808,585
Risk weighted assets impact of unrealized losses on AFS securities	(8,561)	(8,561)	(8,561)	(8,976)	(8,976)	(8,976)
Adjusted Risk weighted assets	$ 6,799,594	$ 6,799,594	$ 6,799,594	$ 6,799,609	$ 6,799,609	$ 6,799,609
Regulatory capital ratio as reported	12.28%	12.61%	15.29%	13.40%	13.40%	14.48%
Impact of unrealized losses on AFS securities	-0.67%	-0.67%	-0.67%	-0.67%	-0.67%	-0.66%
Pro forma regulatory capital ratio	11.61%	11.94%	14.62%	12.73%	12.73%	13.82%

Note: numbers may not add due to rounding
(1) Pro forma capital ratios at June 30, 2026.

NON-GAAP RECONCILIATION:
PREPROVISION NET REVENUE

(In thousands)

Hanmi Financial Corporation	June 30, 2026	March 31, 2026	December 31, 2025	September 30, 2025	June 30, 2025	Percentage Change Q2-26 vs. Q1-26	Percentage Change Q2-26 vs. Q2-25
Net income	$ 23,505	$ 22,557	$ 21,239	$ 22,061	$ 15,117		
Add back:							
Credit loss expense	1,186	2,892	1,943	2,145	7,631		
Income tax expense	8,475	7,925	8,887	9,396	6,115		
Preprovision net revenue	$ 33,166	$ 33,374	$ 32,069	$ 33,602	$ 28,863	-0.6%	14.9%

Hanmi Financial Corporation

NEWS RELEASE

Hanmi Announces Completion of $55.0 Million Subordinated Debt Offering

LOS ANGELES – July 30, 2026 – Hanmi Financial Corporation (NASDAQ: HAFC, or the "Company"), the parent company of Hanmi Bank (the "Bank"), today announced the closing of a $55.0 million private placement of fixed-to-floating rate subordinated notes. The Company plans to use the net proceeds to redeem its outstanding $110.0 million of callable subordinated notes and for general corporate purposes.

The notes have a maturity date of July 31, 2036, and carry a fixed rate of interest of 6.50% for the first five years. Thereafter, the notes will pay interest at a floating rate, reset quarterly, equal to the then current three-month Secured Overnight Financing Rate ("SOFR") plus 234 basis points. The notes may be redeemed at the option of the Company, without penalty, on July 31, 2031 and any interest payment date thereafter, or earlier upon certain specified events. The notes have been structured to qualify as Tier 2 capital for regulatory purposes.

D.A. Davidson & Co. served as sole placement agent for the private offering. The Company was advised by Luse Gorman, PC and D.A. Davidson & Co. was advised by Manatt, Phelps & Phillips, LLP.

The notes have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. This press release is for informational purposes only and shall not constitute an offer to sell, or the solicitation of an offer to buy any security, nor shall there be any sale in any jurisdiction in which such an offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction. The indebtedness evidenced by the notes is not a deposit and is not insured by the Federal Deposit Insurance Corporation or any other government agency or fund.

About Hanmi Financial Corporation

Headquartered in Los Angeles, California, Hanmi Financial Corporation owns Hanmi Bank, which serves multi-ethnic communities through its network of 32 full-service branches, five loan production offices and three loan centers in California, Texas, Illinois, Virginia, New Jersey, New York, Colorado, Washington and Georgia. Hanmi Bank specializes in real estate, commercial, SBA and trade finance lending to small and middle market businesses. Additional information is available at www.hanmi.com.

Forward-Looking Statements

This press release contains forward-looking statements, which are included in accordance with the "safe harbor" provisions of the Private Securities Litigation Reform Act of 1995. All statements 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 our anticipated future operating and financial performance, financial position and liquidity, 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 assumption 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 our forward-looking statements to be 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, levels of activity, performance or achievements to differ from those expressed or implied by the forward-looking statements. These factors include the following:

- 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 any 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;
- risks associated with cybersecurity threats, data breaches, ransomware attacks, or other failures in our operational or security systems and infrastructure, including the risks arising from our dependence on third-party service providers and vendors;
- failure to maintain current technologies;
- risks associated with Small Business Administration loans;
- failure to attract, develop, or retain key employees;
- our ability to access cost-effective funding;
- the imposition of tariffs or other domestic or international governmental policies, trade restrictions, and any retaliatory measures impacting our borrowers and the broader economy;
- the impact of a potential federal government shutdown, which may impact on our ability to effect sales of Small Business Administration loans or debt ceiling impasses or fiscal uncertainty;
- 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 tests;
- strategic transactions we may enter into, including the costs associated with the evaluation of any strategic opportunities and the overall effects of any acquisitions or dispositions we may make;
- 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;
- the inability of third-party service providers to perform their obligations to us; and
- the ability of the Company to withstand disruptions that may be caused by any failure of the operational systems of third parties.

In addition, we set forth certain risks in our reports filed with the U.S. Securities and Exchange Commission, including, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2025, our Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K that we will file hereafter, which could cause actual results to differ from those projected. We undertake no obligation to update such forward-looking statements except as required by law.

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