

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

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**SCHEDULE 13D**  
**UNDER THE SECURITIES EXCHANGE ACT OF 1934**  
**(Amendment No. 7)**

**HARVEST CAPITAL CREDIT CORPORATION**  
(Name of Issuer)

**Common Stock**  
(Title of Class of Securities)

**41753F109**  
(CUSIP Number)

Walter Conroy  
Chief Legal Officer  
JMP Group LLC  
600 Montgomery Street, Suite 1100  
San Francisco, California 94111  
Telephone No. (415) 835-8900

(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

**December 23, 2020**  
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

**Note:** Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

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**SCHEDULE 13D**

**CUSIP No. 41753F109**

|   |  |  |
|---|--|--|
| <b>1</b>  | NAMES OF REPORTING PERSONS <b>JMP Group LLC</b>  |  |
| <b>2</b>  | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)<br>(a) <input type="checkbox"/><br>(b) <input checked="" type="checkbox"/> |  |
| <b>3</b>  | SEC USE ONLY   |  |
| <b>4</b>  | SOURCE OF FUNDS <b>Not applicable</b>  |  |
| <b>5</b>  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>                                |  |
| <b>6</b>  | CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>   |  |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON WITH | <b>7</b>   | SOLE VOTING POWER<br><b>0</b>                  |
|   | <b>8</b>   | SHARED VOTING POWER<br><b>990,861 (1)</b>      |
|   | <b>9</b>   | SOLE DISPOSITIVE POWER<br><b>0</b>             |
|   | <b>10</b>  | SHARED DISPOSITIVE POWER<br><b>990,861 (1)</b> |
| <b>11</b>   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON (1)<br><b>990,861</b>   |  |
| <b>12</b>   | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>                                  |  |
| <b>13</b>   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>16.6%</b>  |  |
| <b>14</b>   | TYPE OF REPORTING PERSON <b>OO</b>   |  |

(1) Consists of 990,861 shares of common stock (“Common Shares”) of Harvest Capital Credit Corporation (the “Issuer”) held directly by JMP Securities LLC. JMP Securities LLC is a wholly owned subsidiary of JMP Holding LLC, which is a wholly owned subsidiary of JMP Group Inc., which is a wholly owned subsidiary of JMP Investment Holdings LLC, which is a wholly owned subsidiary of JMP Group LLC. Accordingly, JMP Group LLC may be deemed to share voting and dispositive power over these securities.

|   |  |  |
|---|--|--|
| <b>1</b>  | NAMES OF REPORTING PERSONS <b>JMP Investment Holdings LLC</b>  |  |
| <b>2</b>  | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)<br>(a) <input type="checkbox"/><br>(b) <input checked="" type="checkbox"/> |  |
| <b>3</b>  | SEC USE ONLY   |  |
| <b>4</b>  | SOURCE OF FUNDS <b>OO</b>  |  |
| <b>5</b>  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>                                |  |
| <b>6</b>  | CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>   |  |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON WITH | <b>7</b>   | SOLE VOTING POWER<br><b>0</b>                  |
|   | <b>8</b>   | SHARED VOTING POWER<br><b>990,861 (1)</b>      |
|   | <b>9</b>   | SOLE DISPOSITIVE POWER<br><b>0</b>             |
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| <b>11</b>   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><b>990,861 (1)</b>   |  |
| <b>12</b>   | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>                                  |  |
| <b>13</b>   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>16.6%</b>  |  |
| <b>14</b>   | TYPE OF REPORTING PERSON <b>OO</b>   |  |

(1) See Item 5.

|   |  |  |
|---|--|--|
| <b>1</b>  | NAMES OF REPORTING PERSONS <b>JMP Group Inc.</b>   |  |
| <b>2</b>  | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)<br>(a) <input type="checkbox"/><br>(b) <input checked="" type="checkbox"/> |  |
| <b>3</b>  | SEC USE ONLY   |  |
| <b>4</b>  | SOURCE OF FUNDS <b>Not applicable</b>  |  |
| <b>5</b>  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>                                |  |
| <b>6</b>  | CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>   |  |
| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON WITH | <b>7</b>   | SOLE VOTING POWER<br><b>0</b>                  |
|   | <b>8</b>   | SHARED VOTING POWER<br><b>990,861 (1)</b>      |
|   | <b>9</b>   | SOLE DISPOSITIVE POWER<br><b>0</b>             |
|   | <b>10</b>  | SHARED DISPOSITIVE POWER<br><b>990,861 (1)</b> |
| <b>11</b>   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><b>990,861 (1)</b>   |  |
| <b>12</b>   | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>                                  |  |
| <b>13</b>   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>16.6%</b>  |  |
| <b>14</b>   | TYPE OF REPORTING PERSON <b>CO</b>   |  |

(1) See Item 5.

|              |  |  |
|--------------|--|--|
| <b>1</b>     | NAMES OF REPORTING PERSONS <b>JMP Holding LLC</b>  |  |
| <b>2</b>     | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)<br>(a) <input type="checkbox"/><br>(b) <input checked="" type="checkbox"/> |  |
| <b>3</b>     | SEC USE ONLY   |  |
| <b>4</b>     | SOURCE OF FUNDS <b>Not applicable</b>  |  |
| <b>5</b>     | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>                                |  |
| <b>6</b>     | CITIZENSHIP OR PLACE OF ORGANIZATION <b>Delaware</b>   |  |
| NUMBER OF    | <b>7</b>   | SOLE VOTING POWER<br><b>0</b>                  |
| SHARES       | <b>8</b>   | SHARED VOTING POWER<br><b>990,861 (1)</b>      |
| BENEFICIALLY | <b>9</b>   | SOLE DISPOSITIVE POWER<br><b>0</b>             |
| OWNED BY     | <b>10</b>  | SHARED DISPOSITIVE POWER<br><b>990,861 (1)</b> |
| EACH         |  |  |
| REPORTING    |  |  |
| PERSON WITH  |  |  |
| <b>11</b>    | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><b>990,861 (1)</b>   |  |
| <b>12</b>    | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>                                  |  |
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(1) See Item 5.

|   |   |  |
|---|---|--|
| <b>1</b>  | NAMES OF REPORTING PERSONS <b>JMP Securities LLC</b>  |  |
| <b>2</b>  | CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/><br>(b) <input checked="" type="checkbox"/> |  |
| <b>3</b>  | SEC USE ONLY  |  |
| <b>4</b>  | SOURCE OF FUNDS <b>OO</b>   |  |
| <b>5</b>  | CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) or 2(e) <input type="checkbox"/>                             |  |
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| NUMBER OF<br>SHARES<br>BENEFICIALLY<br>OWNED BY<br>EACH<br>REPORTING<br>PERSON WITH | <b>7</b>  | SOLE VOTING POWER<br><b>0</b>                  |
|   | <b>8</b>  | SHARED VOTING POWER<br><b>990,861 (1)</b>      |
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| <b>11</b>   | AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON<br><b>990,861 (1)</b>  |  |
| <b>12</b>   | CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>                               |  |
| <b>13</b>   | PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) <b>16.6%</b>   |  |
| <b>14</b>   | TYPE OF REPORTING PERSON <b>OO</b>  |  |

(1) JMP Securities LLC is the holder of record of the 990,861 Common Shares of the Issuer reported herein.

## SCHEDULE 13D

**JMP Group LLC is eligible to report its beneficial ownership of the securities reported herein on Schedule 13G pursuant to the provisions of Rule 13d-1(d) and is voluntarily reporting on this Schedule 13D.**

### EXPLANATORY NOTE

This Amendment No. 7 (the "Amendment") amends and supplements the initial Schedule 13D (the "Schedule 13D"), as filed with the Securities and Exchange Commission (the "SEC") on November 22, 2013, as amended and supplemented by the Schedule 13D/A filed on April 14, 2015, as amended and supplemented by the Schedule 13D/A filed on November 17, 2016, as amended and supplemented by the Schedule 13D/A filed on January 4, 2018, as amended and supplemented by the Schedule 13D/A filed on April 5, 2018, as amended and supplemented by the Schedule 13D/A filed on May 16, 2018, as amended and supplemented by the Schedule 13D/A filed on May 29, 2019. The purpose of this filing is to report the matters described below regarding the Voting Agreement (as defined below) and the related transactions. Except as specifically amended and supplemented by this Amendment, the Schedule 13D remains in full force and effect. Unless otherwise indicated, all capitalized terms used herein shall have the meanings given to them in the Schedule 13D.

#### Item 1. Security and Issuer.

This Schedule 13D relates to the common stock ("Common Shares") of Harvest Capital Credit Corporation (the "Issuer"), a Delaware corporation having its principal executive offices at 767 Third Avenue, 25<sup>th</sup> Floor, New York, NY 10017.

#### Item 2. Identity and Background.

- (a) This Schedule 13D is filed by:
  - (i) JMP Group LLC, a Delaware limited liability company;
  - (ii) JMP Investment Holdings LLC, a Delaware limited liability company;
  - (iii) JMP Group Inc., a Delaware corporation;
  - (iv) JMP Holding LLC, a Delaware limited liability company; and
  - (v) JMP Securities LLC, a Delaware limited liability company.

The foregoing persons are hereinafter sometimes collectively referred to as the "Reporting Persons." All disclosures herein with respect to any Reporting Person are made only by such Reporting Person. Any disclosures herein with respect to persons other than the Reporting Persons are made on information and belief after making inquiry to the appropriate party. The Reporting Persons expressly disclaim status as a "group" for purposes of this Schedule 13D.

- (b) JMP Securities LLC is a direct, wholly owned subsidiary of JMP Holding LLC, which is a direct, wholly owned subsidiary of JMP Group Inc., which is a direct, wholly owned subsidiary of JMP Investment Holdings LLC, which is a wholly owned subsidiary of JMP Group LLC. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.
- (c) JMP Group LLC is a publicly traded limited liability company, and together with its subsidiaries is a full-service investment banking and asset management firm.
- (d) The address of the principal business and principal office of each of the Reporting Persons is 600 Montgomery Street, Suite 1100, San Francisco, California 94111.
- (e) During the last five years, none of the Reporting Persons nor any other person identified in response to this Item 2 was convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.
- (f) Not applicable.

In accordance with the provisions of General Instruction C to Schedule 13D, information concerning the managing members, executive officers, board of directors and each person controlling the Reporting Persons, as applicable (collectively, the “Covered Persons”), required by Item 2 of Schedule 13D is provided on Schedule I and is incorporated by reference herein. To the Reporting Persons’ knowledge, none of the Covered Persons listed on Schedule I as a director or executive officer of such Reporting Person has been, during the last five years, (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors), or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

**Item 4. Purpose of Transaction.**

Item 6 is hereby amended to add the following:

On December 23, 2020, the Issuer entered into a certain Merger Agreement (the “Merger Agreement”) with Portman Ridge Finance Corporation, a Delaware corporation (“Parent”), Rye Acquisition Sub Inc., a Delaware corporation and wholly owned subsidiary of Portman Ridge Finance Corporation (the “Acquisition Sub”), and Sierra Crest Investment Management LLC, a Delaware limited liability company, pursuant to which the Acquisition Sub will merge with and into the Issuer with the Issuer surviving as a wholly-owned subsidiary of Parent.

In connection with the execution and delivery of the Merger Agreement, Parent entered into a voting and support agreement (the “Voting Agreement”) with JMP Securities LLC. Under the Voting Agreement, JMP Securities LLC agreed that at any meeting of the stockholders of the Issuer (whether annual, special or otherwise and whether or not an adjourned or postponed meeting), however called, or in connection with any written consent of the stockholders of the Issuer, however proposed: (a) when a meeting is held, appear at such meeting or otherwise cause all of the Covered Shares to be counted as present thereat for the purpose of establishing a quorum, and when a written consent is proposed, respond to each request by the Issuer for written consent, and (b) vote or consent, or cause to be voted at such meeting or cause such consent to be granted with respect to, all of the Covered Shares (i) in favor of the approval of the Merger Agreement and any other matters necessary for consummation of the other transactions contemplated by the Merger Agreement and any other action reasonably requested by Parent in furtherance thereof and (ii) against (A) any action, proposal, agreement, recapitalization, reorganization, liquidation, dissolution, amalgamation, merger, sale of assets or other business combination or transaction between or involving the Issuer and any other Person that would reasonably be expected to impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement, (B) any action or transaction that would result in a breach of any covenant, representation or warranty or other obligation or agreement of the Issuer or any of its subsidiaries contained in the Merger Agreement, or of the stockholder contained in the Voting Agreement, (C) any amendment or other change to the Issuer’s certificate of incorporation or bylaws, and (D) any other material change in the Issuer’s corporate structure or business.

The foregoing description of the Voting Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of such agreement filed as an exhibit to this Statement and incorporated herein by reference.

**Item 5. Interest in Securities of the Issuer.**

(a), (b) See cover page for each Reporting Person. JMP Securities LLC is an indirect, wholly owned subsidiary of JMP Group LLC. As a result of its indirect ownership of JMP Securities LLC, JMP Group LLC may be deemed to control JMP Securities LLC and may be deemed to share beneficial ownership and voting and dispositive power over the 990,861 Common Shares held by JMP Securities LLC, representing approximately 16.6% of the outstanding Common Shares.

All percentages reported herein are calculated based upon 5,958,479 Common Shares outstanding as of December 18, 2020.

- (c) The Reporting Persons have engaged in transactions in Common Shares in the past 60 days only as set forth in Item 3 above.
- (d) Not applicable.

**Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.**

Joseph A. Jolson, the Chairman and Chief Executive Officer of JMP Group LLC, is the Chief Executive Officer and Chairman of the Board of Directors of the Issuer.

JMP Group LLC owns a majority equity interest in and is the Manager of HCAP Advisors LLC, a Delaware limited liability company (“HCAP Advisors”). HCAP Advisors serves as the Issuer’s investment advisor pursuant to the Investment Advisory and Management Agreement between the Issuer and HCAP Advisors, dated April 29, 2013.

In connection with the transactions described in Item 4 above, on December 23, 2020, Parent entered into the Voting Agreement with the Reporting Persons. A copy of the Voting Agreement is attached as Exhibit 1 to this Schedule 13D, and is incorporated herein by reference.

**Item 7. Material to be Filed as Exhibits.**

[Exhibit 1: Voting and Support Agreement dated as of December 23, 2020, between Portman Ridge Finance Corporation, and the JMP Securities LLC.](#)



**SIGNATURES**

After reasonable inquiry and to the best of their knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

Date: December 30, 2020

JMP GROUP LLC

/s/ Joseph A. Jolson

Joseph A. Jolson, Chief Executive Officer

JMP INVESTMENT HOLDINGS LLC

/s/ Raymond S. Jackson

Raymond S. Jackson, Chief Financial Officer

JMP GROUP INC.

/s/ Raymond S. Jackson

Raymond S. Jackson, Chief Financial Officer

JMP HOLDING LLC

/s/ Raymond S. Jackson

Raymond S. Jackson, Chief Financial Officer

JMP SECURITIES LLC

/s/ Raymond S. Jackson

Raymond S. Jackson, Chief Financial Officer

## SCHEDULE I

### DIRECTORS, MANAGERS AND EXECUTIVE OFFICERS

#### **JMP GROUP LLC**

Unless otherwise noted, each of these persons is a citizen of the United States and has as his/her business address c/o JMP Group LLC, 600 Montgomery Street, Suite 1100, San Francisco, California, 94111.

Joseph A. Jolson  
Principal Occupation: Chairman and Chief Executive Officer

David M. DiPietro  
Principal Occupation: Director

Raymond S. Jackson  
Principal Occupation: Chief Financial Officer

Craig R. Johnson  
Principal Occupation: Vice Chairman

Kenneth M. Karmin  
Principal Occupation: Director

Mark L. Lehmann  
Principal Occupation: Director; Chief Executive Officer of JMP Securities

H. Mark Lunenburg  
Principal Occupation: Director

Carter D. Mack  
Principal Occupation: Director

Jonathan M. Orszag  
Principal Occupation: Director

Glenn H. Tongue  
Principal Occupation: Director

Staci Slaughter  
Principal Occupation: Director

Thomas Wright  
Principal Occupation: Chief Operating Officer of JMP Securities and Director of Equities of JMP Securities

Walter Conroy  
Principal Occupation: Chief Legal Officer and Secretary

#### **JMP INVESTMENT HOLDINGS LLC**

Unless otherwise noted, each of these persons is a citizen of the United States and has as his/her business address c/o JMP Investment Holdings LLC, 600 Montgomery Street, Suite 1100, San Francisco, California, 94111.

Joseph A. Jolson  
Principal Occupation: Chief Executive Officer

Raymond S. Jackson  
Principal Occupation: Chief Financial Officer

Walter Conroy  
Principal Occupation: Secretary

**JMP GROUP INC.**

Unless otherwise noted, each of these persons is a citizen of the United States and has as his/her business address c/o JMP Group Inc., 600 Montgomery Street, Suite 1100, San Francisco, California, 94111.

Joseph A. Jolson  
Principal Occupation: Chairman and Chief Executive Officer

David M. DiPietro  
Principal Occupation: Director

Raymond S. Jackson  
Principal Occupation: Chief Financial Officer

Craig R. Johnson  
Principal Occupation: Director

Kenneth M. Karmin  
Principal Occupation: Director

Mark L. Lehmann  
Principal Occupation: Director

H. Mark Lunenburg  
Principal Occupation: Director

Carter D. Mack  
Principal Occupation: Director

Jonathan M. Orszag  
Principal Occupation: Director

Glenn H. Tongue  
Principal Occupation: Director

Walter Conroy  
Principal Occupation: Chief Legal Officer and Secretary

**JMP HOLDING LLC**

Unless otherwise noted, each of these persons is a citizen of the United States and has as his/her business address c/o JMP Holding LLC, 600 Montgomery Street, Suite 1100, San Francisco, California, 94111.

Joseph A. Jolson  
Principal Occupation: Chief Executive Officer

Raymond S. Jackson  
Principal Occupation: Chief Financial Officer

Walter Conroy  
Principal Occupation: Secretary

**JMP SECURITIES LLC**

Unless otherwise noted, each of these persons is a citizen of the United States and has as his/her business address c/o JMP Securities LLC, 600 Montgomery Street, Suite 1100, San Francisco, California, 94111.

Mark L. Lehmann  
Principal Occupation: Chief Executive Officer

Raymond S. Jackson  
Principal Occupation: Chief Financial Officer

Thomas Wright  
Principal Occupation: Chief Operating Officer and Director of Equities

Adrienne Tam  
Principal Occupation: Chief Compliance Officer

Walter Conroy  
Principal Occupation: Chief Legal Officer and Secretary

## VOTING AND SUPPORT AGREEMENT

THIS VOTING AND SUPPORT AGREEMENT, dated as of December 23, 2020 (this “Agreement”), between Portman Ridge Finance Corporation, a Delaware corporation (“Parent”), and JMP Securities LLC (the “Stockholder”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Merger Agreement (as defined below).

### RECITALS

WHEREAS, concurrently herewith, Parent, Rye Acquisition Sub Inc., a Delaware corporation and wholly owned subsidiary of Parent (the “Acquisition Sub”), Sierra Crest Investment Management LLC, a Delaware limited liability company, and Harvest Capital Credit Corporation, a Delaware corporation (the “Company”), are entering into that certain Merger Agreement (the “Merger Agreement”), pursuant to which, among other things, the Acquisition Sub will merge with and into the Company with the Company surviving as a wholly-owned subsidiary of Parent (the “Merger”);

WHEREAS, one of the conditions to the parties entering into the Merger Agreement is the approval thereof by the holders of at least a majority of the outstanding shares of the common stock, par value \$0.001 per share, of the Company, entitled to vote thereon at a meeting called for such purpose (such approval, the “Company Stockholders Approval”);

WHEREAS, the Stockholder is the record or beneficial owner of the number and type of equity interests of the Company (the “Shares”) set forth on Schedule A hereto (the Shares listed on Schedule A, together with any additional Shares or other voting securities of the Company that the Stockholder owns of record or beneficially as of the date hereof or acquires after the date hereof record or beneficial ownership, including by purchase, as a result of a stock dividend, stock split, recapitalization, combination, reclassification, redesignation or exchange, upon exercise or conversion of any options, warrants or other securities, or otherwise, the “Covered Shares”); and

WHEREAS, as an inducement to Parent’s willingness to enter into the Merger Agreement and to consummate the transactions contemplated thereby, Parent and the Stockholder are entering into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, Parent and the Stockholder hereby agree as follows:

### AGREEMENT

1. Agreement to Vote. Prior to the Termination (as defined below), the Stockholder irrevocably and unconditionally agrees that the Stockholder shall at any meeting of the stockholders of the Company (whether annual, special or otherwise and whether or not an adjourned or postponed meeting), however called, or in connection with any written consent of the stockholders of the Company, however proposed: (a) when a meeting is held, appear at such meeting or otherwise cause all of the Covered Shares to be counted as present thereat for the purpose of establishing a quorum, and when a written consent is proposed, respond to each request by the Company for written consent, and (b) vote or consent, or cause to be voted at such meeting or cause such consent to be granted with respect to, all of the Covered Shares (i) in favor of the approval of the Merger Agreement and any other matters necessary for consummation of the other transactions contemplated by the Merger Agreement and any other action reasonably requested by Parent in furtherance thereof and (ii) against (A) any action, proposal, agreement, recapitalization, reorganization, liquidation, dissolution, amalgamation, merger, sale of assets or other business combination or transaction between or involving the Company and any other Person that would reasonably be expected to impede, interfere with, delay, postpone or adversely affect the Merger or any of the other transactions contemplated by the Merger Agreement or this Agreement, (B) any action or transaction that would result in a breach of any covenant, representation or warranty or other obligation or agreement of the Company or any of its subsidiaries contained in the Merger Agreement, or of the Stockholder contained in this Agreement, (C) any amendment or other change to the Company’s certificate of incorporation or bylaws, and (D) any other material change in the Company’s corporate structure or business.

2. No Inconsistent Agreements. The Stockholder hereby represents, warrants, covenants and agrees that, except as contemplated by this Agreement, the Stockholder (a) has not entered into, and shall not enter into at any time prior to the Termination, any voting agreement, voting trust or other agreement that directly or indirectly addresses voting with respect to any Covered Shares and (b) has not granted, and shall not grant at any time prior to the Termination, a proxy or power of attorney with respect to any Covered Shares, in either case, which is inconsistent with this Agreement.

3. Termination. This Agreement shall terminate upon the earliest to occur of (a) the closing of the Merger under the Merger Agreement, and (b) the termination of the Merger Agreement in accordance with its terms (the "Termination"); provided, that the provisions set forth in Sections 10 through 22 shall survive any such Termination; provided further, that any such Termination shall not relieve either party hereto for any pre-Termination breach of this Agreement.

4. Representations and Warranties of the Stockholder. The Stockholder hereby represents and warrants to Parent as follows:

(a) Schedule A lists all shares of capital stock and other equity interests owned of record or beneficially by the Stockholder in the Company, designating any such shares or other equity interests that are restricted or otherwise subject to vesting requirements. Schedule A lists all options, warrants and other securities convertible into or exercisable or exchangeable for shares of capital stock and other equity interests in the Company owned of record or beneficially by the Stockholder. Except as set forth on Schedule A, the Stockholder does not own of record or beneficially any voting securities or other equity interests in the Company or any securities convertible into or exercisable or exchangeable for any such voting securities or other equity interests. The Stockholder does not own of record any Shares which are beneficially owned by a third Person.

(b) The Stockholder is the record or beneficial owner of, and has good and valid title to, all Covered Shares of the Stockholder, free and clear of all liens, pledges, restrictions and other encumbrances (each, a "Lien"), other than as created by this Agreement. The Stockholder has sole voting power, sole power of disposition and sole power to agree to all of the matters set forth in this Agreement, in each case with respect to all of such Covered Shares, with no limitations, qualifications or restrictions on such rights. Such Covered Shares are not subject to any voting trust agreement or other contract to which the Stockholder is a party restricting or otherwise relating to the voting or Transfer (as defined below) of such Covered Shares. The Stockholder has not appointed or granted any proxy or power of attorney that is still in effect with respect to such Covered Shares, except as contemplated by this Agreement.

(c) The Stockholder has full legal power and capacity to execute and deliver this Agreement and to perform the Stockholder's obligations hereunder. The execution, delivery and performance of this Agreement by the Stockholder and the consummation by the Stockholder of the transactions contemplated hereby have been duly and validly authorized by the Stockholder and no other actions or proceedings on the part of the Stockholder are necessary to authorize the execution and delivery by the Stockholder of this Agreement, the performance by the Stockholder of the Stockholder's obligations hereunder or the consummation by the Stockholder of the transactions contemplated hereby, in each case on a timely basis. This Agreement has been duly and validly executed and delivered by the Stockholder and, assuming due authorization, execution and delivery by Parent, constitutes a legal, valid and binding obligation of the Stockholder, enforceable against the Stockholder in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law). If the Stockholder is an individual and is married, and any of the Covered Shares of the Stockholder constitute community property or otherwise need spousal or other approval for this Agreement to be legal, valid and binding, this Agreement has been duly and validly executed and delivered by the Stockholder's spouse and, assuming due authorization, execution and delivery by Parent, constitutes a legal, valid and binding obligation of the Stockholder's spouse, enforceable against the Stockholder's spouse in accordance with its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the "Exchange Act"), (i) no filing with, and no permit, authorization, consent or approval of, any governmental entity is necessary on the part of the Stockholder for the execution, delivery and performance of this Agreement by the Stockholder or the consummation by the Stockholder of the transactions contemplated hereby and (ii) neither the execution, delivery or performance of this Agreement by the Stockholder nor the consummation by the Stockholder of the transactions contemplated hereby nor compliance by the Stockholder with any of the provisions hereof shall (A) result in any breach or violation of, or constitute a default (or an event which, with notice or lapse of time or both, would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of a Lien on any property or asset of the Stockholder pursuant to, any contract to which the Stockholder is a party or by which the Stockholder or any property or asset of the Stockholder is bound or affected or (B) violate any law applicable to the Stockholder or any of the Stockholder's properties or assets except, for breaches, violations or defaults that would not, individually or in the aggregate, materially impair the ability of the Stockholder to perform the Stockholder's obligations hereunder on a timely basis.

(e) There is no claim pending against the Stockholder or, to the knowledge of the Stockholder, any other Person or, to the knowledge of the Stockholder, threatened against the Stockholder or any other Person that restricts or prohibits (or, if successful, would restrict or prohibit) the exercise by either party of its rights under this Agreement or the performance by either party of its obligations under this Agreement on a timely basis.

(f) The Stockholder understands and acknowledges that Parent is entering into the Merger Agreement in reliance upon the Stockholder's execution and delivery of this Agreement and the representations, warranties, covenants and agreements of the Stockholder contained herein and would not enter into the Merger Agreement if the Stockholder did not enter into this Agreement.

5. Certain Covenants of the Stockholder. The Stockholder hereby covenants and agrees as follows:

(a) Except as contemplated hereby, the Stockholder shall not, between the date hereof and the date on which a vote is taken on the Merger Agreement, (i) tender into any tender or exchange offer, (ii) sell (constructively or otherwise), transfer, pledge, hypothecate, grant, gift, encumber, assign or otherwise dispose of (collectively "Transfer"), or enter into any contract with respect to the Transfer of, any of the Covered Shares or beneficial ownership or voting power thereof or therein (including by operation of law), (iii) grant any proxies or powers of attorney, deposit any Covered Shares into a voting trust or enter into a voting agreement with respect to any Covered Shares or (iv) take any action that would make any representation or warranty of the Stockholder contained herein untrue or incorrect or have the effect of preventing or disabling the Stockholder from performing its covenants or agreements under this Agreement. Any Transfer in violation of this provision shall be void and of no force or effect.

(b) In the event that the Stockholder acquires record or beneficial ownership of, or the power to vote or direct the voting of, any additional Shares or other voting interests with respect to the Company, such Shares or voting interests shall, without further action of the parties, be deemed Covered Shares and subject to the provisions of this Agreement, and the number of Shares held by the Stockholder set forth on Schedule A hereto will be deemed amended accordingly and such Shares or voting interests shall automatically become subject to the terms of this Agreement. The Stockholder shall promptly notify Parent and the Company of any such event.

6. Stockholder Capacity. This Agreement is being entered into by the Stockholder solely in the Stockholder's capacity as a stockholder of the Company, and nothing in this Agreement shall restrict or limit the ability of the Stockholder in its capacity as a director or officer of the Company to take any action in the Stockholder's capacity as a director or officer (as applicable) of the Company or from fulfilling the duties and obligations of such office, whether relating to the Merger Agreement or otherwise, and none of such actions shall be deemed to be a breach of this Agreement.

7. Disclosure. The Stockholder hereby authorizes each of Parent and the Company to publish and disclose in any announcement or disclosure required by law the Stockholder's identity and ownership of the Covered Shares and the nature of the Stockholder's obligations under this Agreement, and to disclose a copy of this Agreement.

8. Further Assurances. From time to time, at the request of Parent and without the payment of any consideration, the Stockholder shall take such further action as may reasonably be deemed by Parent to be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement.

9. Amendment or Supplement. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party hereto.

10. Waiver. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of a party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by such party or by a duly authorized officer on behalf of such party.

11. Interpretation. When a reference is made in this Agreement to a Section, paragraph, clause or Schedule, such reference shall be to a Section, paragraph, clause or Schedule of this Agreement unless otherwise indicated. The headings contained in this Agreement are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender as the circumstances require, and in the singular or plural as the circumstances require. The word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified. The words "hereof," "hereto," "hereby," "herein" and "hereunder" and words of similar 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 "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The word "will" shall be construed to have the same meaning and effect as the word "shall." References in this Agreement to "vote", "voting", "voted" and likewise shall refer to shares being voted or otherwise tabulated in any manner possible, whether in person at a meeting, by written consent, by proxy or otherwise. A Person shall be deemed the "beneficial" owner of, shall be deemed to have "beneficial" ownership of, and shall be deemed to "beneficially" own any securities which such Person or any of such Person's affiliates (a) beneficially owns as determined pursuant to Rule 13d-3 under the Exchange Act as in effect on the date of this Agreement, (b) has the right to acquire (whether such right is exercisable immediately or only after the passage of time), or (c) has the right to vote or dispose of, directly or indirectly. Any agreement, instrument or law defined or referred to herein means such agreement, instrument or law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to any law include references to any associated rules, regulations and official guidance with respect thereto. The term "Person" shall mean an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a governmental entity. References to a Person are also to its predecessors, successors and assigns. Unless otherwise specifically indicated, all references to "dollars" and "\$" are references to the lawful money of the United States of America. References to "days" mean calendar days unless otherwise specified. Each of the parties to this Agreement acknowledges that it has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal doctrine that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.



12. Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service or delivery if served personally on the party to whom notice is to be given, (ii) on the day after delivery to Federal Express or similar overnight courier to the party as follows or (iii) on the date sent by e-mail of a “portable document format” (.pdf) document (without receipt of a delivery failure message) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient:

- (i) If to the Stockholder,

JMP Securities LLC  
767 Third Avenue, 29th Floor  
New York, NY 10017  
Attn: Joseph A. Jolson  
Email: [jjolson@jmpg.com](mailto:jjolson@jmpg.com)

with copies to (which shall not constitute notice):

JMP Group LLC  
600 Montgomery Street, Suite 1100  
San Francisco, CA 94111  
Attn: Walter Conroy, Chief Legal Officer  
Email: [wconroy@jmpg.com](mailto:wconroy@jmpg.com)

- (ii) If to Parent:

Portman Ridge Finance Corporation  
650 Madison Avenue, 23<sup>rd</sup> Floor  
New York, NY 10022  
Attn: Edward Goldthorpe; Patrick Schafer  
Email: [ted.goldthorpe@bcpartners.com](mailto:ted.goldthorpe@bcpartners.com); [patrick.schafer@bcpartners.com](mailto:patrick.schafer@bcpartners.com)

with copies to (which shall not constitute notice):

Simpson Thacher & Bartlett LLP  
900 G Street, N.W.  
Washington, D.C. 20001  
Attn: Rajib Chanda  
Jonathan L. Corsico  
Email: Rajib.Chanda@stblaw.com  
Jonathan.Corsico@stblaw.com

13. Entire Agreement. This Agreement and the Merger Agreement (including the Exhibits and Disclosure Schedules thereto) constitute the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof.

14. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

15. Governing Law. This Agreement, and all legal proceedings (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

16. Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement brought by either party or its affiliates against any other party or its affiliates shall be brought and determined exclusively in the Court of Chancery of the State of Delaware, provided that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding shall be brought exclusively in any federal court located in the State of Delaware. Each of the parties hereby irrevocably submits to the jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any action, suit or proceeding relating thereto except in the courts described above in Delaware, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in Delaware. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby (a) any claim that it is not personally subject to the jurisdiction of the courts in Delaware as described herein for any reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (c) that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

17. Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

18. Enforcement. The parties agree that irreparable damage, for which monetary damages (even if available) would not be an adequate remedy, would occur if the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of them hereunder to consummate the transactions contemplated hereby) in accordance with its specified terms or otherwise breach such provisions. Accordingly, the parties acknowledge and agree that the parties shall be entitled to an injunction, specific performance or other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it shall not oppose the granting of an injunction, specific performance or other equitable relief on the basis that any other party has an adequate remedy at law or that any award of an injunction, specific performance or other equitable relief is not an appropriate remedy for any reason at law or in equity. Either party entitled to (i) an injunction or injunctions to prevent breaches of this Agreement, (ii) enforce specifically the terms and provisions of this Agreement or (iii) other equitable relief, in each case, shall not be required to show proof of actual damages or to provide any bond or other security in connection with any such remedy.

19. Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as either the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party or such party waives its rights under this Section with respect thereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

20. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

21. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to each other party. Delivery of an executed counterpart of this Agreement by facsimile or other electronic image scan transmission shall be effective as delivery of an original counterpart hereof.

*[The remainder of this page is intentionally left blank; signature page follows.]*

IN WITNESS WHEREOF, Parent and the Stockholder have caused to be executed or executed this Agreement as of the date first written above.

PORTMAN RIDGE FINANCE CORPORATION

/s/ Edward Goldthorpe

Name: Edward Goldthorpe

Title: Authorized Signatory

SIGNATURE PAGE TO VOTING AND SUPPORT AGREEMENT

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JMP SECURITIES LLC

/s/ Mark L. Lehmann

Name: Mark L. Lehmann

Title: Chief Executive Officer

SIGNATURE PAGE TO VOTING AND SUPPORT AGREEMENT

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**SCHEDULE A**

| <b>Stockholder</b> |  | <b>Shares of<br/>Common Stock<br/>Owned<br/>Beneficially</b> | <b>Shares of<br/>Common Stock<br/>Owned of<br/>Record</b> | <b>Shares of<br/>Special<br/>Voting<br/>Preferred<br/>Stock<br/>Owned<br/>Beneficially</b> | <b>Shares of<br/>Special<br/>Voting<br/>Preferred<br/>Stock<br/>Owned of<br/>Record</b> | <b>Other<br/>Equity<br/>Securities<br/>Owned<br/>Beneficially<br/>or of<br/>Record</b> |  |
|--------------------|--|--|---|--|---|--|--|
| JMP SECURITIES LLC |  | 990,861  | 990,861   | Nil  | Nil   | Nil  |  |