

Mosk, Thomas

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## Bargaining with a bank

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Thomas Mosk

# Bargaining with a Bank

SAFE Working Paper No. 211

**SAFE | Sustainable Architecture for Finance in Europe**

A cooperation of the Center for Financial Studies and Goethe University Frankfurt

House of Finance | Goethe University  
Theodor-W.-Adorno-Platz 3 | 60323 Frankfurt am Main

Tel. +49 69 798 30080 | Fax +49 69 798 33910  
info@safe-frankfurt.de | www.safe-frankfurt.de

## Non-Technical Summary

The terms of financial contracts are often negotiated and such negotiations take place in markets where assets are traded over-the-counter. These include the mortgage-backed securities, corporate bond, municipal bond, corporate takeover, bank loan, private equity, and real estate markets. In negotiations, parties could make offers and counteroffers to try to reach a deal. Strategic bargaining theories show that price adjustments over the course of the negotiation could elicit private information. Although bargaining is important in financial markets, little is known about the use of negotiating as a screening mechanism. The main reason for this lack of evidence is that existing studies rely on financial contract data, because real world negotiations take place in private meetings, on the phone or by e-mail and are usually not centrally recorded. Therefore, an important empirical challenge is that financial contracts do not reveal whether the terms were set in a single offer based on observable risk, or rather the outcome of a negotiation process.

In this paper, I propose and test a model of credit negotiations between banks and firms. The model shows that price negotiations allow banks to screen out firms by making sequential credit offers over the course of the negotiation. The model provides the following empirical predictions: first, if banks use negotiations to screen out firms, we should observe variation in the negotiation length, even across firms with similar observable characteristics. Second, the likelihood of price adjustments should increase the length of the negotiation. Third, the negotiation length should predict the ex post use and performance of the line of credit. Fourth, if this screening mechanism is effective, firms negotiating price adjustments are less likely to draw down their line of credit and default less, when holding observable differences at origination constant.

To test these predictions, I use a novel dataset on 16,717 credit line negotiations between small firms and a large commercial bank for the period from January 2008 to December 2011. The data allows me to calculate the *credit term changes* between the first offer and the credit contract and the *negotiation time*, i.e. the time between the date of the first offer and the date at which the firm and the bank reach an agreement. I find that firms most frequently negotiate about pricing terms (interest spread and fees). In 10 percent of the negotiations, firms negotiate a lower all-in spread. Consistent with the screening hypothesis, firms that negotiate longer are more likely to negotiate interest rate and fee adjustments: only seven percent of the firms reaching an agreement in one week negotiate an all-in-spread decrease, while 20 percent of the firms reaching an agreement in four weeks or more negotiate an all-in-spread decrease.

I examine whether bargaining can be an informative tool to learn more about the firm's unobserved creditworthiness, by studying the ex post use and performance of the credit line contracts as a measure of ex ante adverse private information. When comparing firms that received offers with identical terms, I find that firms signing the offer immediately use their line of credit and default more than late signers. Immediate signers use their line of credit one year after origination, which is 10 percentage points more than firms that reach an agreement after 20 days and received a first offer with the same credit term package. Further evidence shows that immediate signers already start using their line of credit more right after origination, suggesting that they had an urgent need for extra liquidity. In line with the model, firms seem to trade-off direct access to their new line of credit against a higher price. The bank is willing to lower prices over time if it becomes clear that firms are less likely to draw down the line of credit. A lower drawdown probability allows the bank to offer the line of credit at a lower price and explains why banks make price adjustments over the course of the negotiation.

The main contribution of this study is threefold: first, the paper contributes to a large amount of literature that analyzes how banks mitigate information problems in financial markets. Soft and hard information collected by loan officers and contractual features such as collateral, maturity and fees can be used to mitigate ex ante informational frictions. This paper proposes and tests a novel mechanism, showing that credit negotiations allow banks to screen out borrowers. Second, the paper contributes to the recent literature that opens up the “black box” on how credit terms are set. This study provides direct evidence on how credit terms change over the course of the negotiation and provides empirical support for the assumption that pricing terms are set after all other non-price terms have been settled. Third, from a broader perspective, the results of this paper complement the growing empirical literature on bargaining in financial markets. This paper provides the first micro evidence on the negotiation process in the small business credit market and examines bargaining as a mechanism to resolve information problems. The paper could therefore provide insights into why lengthy negotiations occur in other financial markets.

# Bargaining with a Bank

Thomas Mosk\*

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## Abstract

This paper examines bargaining as a mechanism to resolve information problems. To guide the analysis, I develop a parsimonious model of a credit negotiation between a bank and firms with varying levels of impatience. In equilibrium, impatient firms accept the bank's offer immediately, while patient firms wait and negotiate price adjustments. I test the empirical predictions using a hand-collected dataset on credit line negotiations. Firms signing the bank's offer right away draw down their line of credit after origination and default more than late signers. Late signers negotiate price adjustments more frequently, and, consistent with the model, these adjustments predict better ex post performance.

*Keywords:* Credit lines, Contract terms, Bargaining, Screening

JEL codes: G21, G32

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## 1. Introduction

The terms of financial contracts are often negotiated and such negotiations take place in markets where assets are traded over-the-counter (Duffie, 2012). These include the mortgage-backed securities, corporate bond, municipal bond, corporate takeover, bank loan, private equity, and real estate markets. In negotiations, parties could make offers and counteroffers to try to reach a deal. Strategic bargaining theories show that price adjustments over the course of the negotiation could elicit private information (e.g. Deneckere and Liang, 2006; Fuchs and Skrzypacz, 2010; Tsoy, 2016).<sup>1</sup> Although bargaining is important in financial markets, little is known about the use of negotiating as a screening mechanism. The main reason for this lack of evidence is that existing studies rely on financial contract data, because real world negotiations take place in private meetings, on the phone or by e-mail and are usually not centrally recorded. Therefore, an important empirical challenge is that financial contracts do not reveal whether the terms were set in a single offer based on observable risk, or rather the outcome of a negotiation process.

In this paper, I propose and test a model of credit negotiations between banks and firms. The model shows that price negotiations allow banks to screen out firms by making sequential credit offers over the course of the negotiation. The model generates empirical predictions, which I test using a unique dataset on credit line negotiations between small firms and a large commercial bank, including both rejected and accepted offers and the ex post performance of these lines of credit.

In the model, firms have varying probabilities of repayment but the bank can't distinguish the risky from the safe firms. The model allows the bank to make sequential offers in the negotiation. In equilibrium, the bank starts the negotiation with a high first offer and successively lower prices until the firm accepts. This strategy exploits the impatience of risky firms who accept the first offer immediately, while safe firms could hold out longer and wait till the bank makes a better offer.<sup>2</sup> The model provides the following empirical predictions: first, if banks use negotiations to screen out firms, we should observe variation in the negotiation length, even across firms with similar observable characteristics. Second, the likelihood of price adjustments

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<sup>1</sup> The central idea in these models is that costly delays allow for screening out firms. The same amount of delay is more costly for types with a higher valuation, hence delay can credibly signal to the seller that the buyer's evaluation is low (Kennan and Wilson, 1993).

<sup>2</sup> The economic intuition of the model is similar to strategic bargaining models with asymmetric information (see, e.g., Kennan and Wilson, 1993).

should increase the length of the negotiation. Third, the negotiation length should predict the ex post use and performance of the line of credit. Fourth, if this screening mechanism is effective, firms negotiating price adjustments are less likely to draw down their line of credit and default less, when holding observable differences at origination constant.

To test these predictions, I use a novel dataset on 16,717 credit line negotiations between small firms and a large commercial bank for the period from January 2008 to December 2011. The bank is one of the top five commercial banks in the Netherlands and its business practices, information acquisition and loan data are highly representative for the banking industry in the U.S. and Europe. The bank uses offer writing software that records all offers made to the firms, from the first offer to the final outcome, as well as the credit contract. The data allows me to calculate the *credit term changes* between the first offer and the credit contract and the *negotiation time*, i.e. the time between the date of the first offer and the date at which the firm and the bank reach an agreement.

I find that firms most frequently negotiate about pricing terms (interest spread and fees). In 10 percent of the negotiations, firms negotiate a lower all-in spread.<sup>3</sup> Surprisingly, firms rarely trade-off changes in non-price terms (e.g. collateral, size, maturity) in exchange for price adjustments, as predicted by credit contract design theories (Bester, 1985; Flannery, 1986; Shockley and Thakor, 1997). I document a substantial cross-sectional variation in the length of the negotiation, even after taking into account observable differences across firms and loan officers. In 24 percent of the negotiations, firms sign the offer from the bank on the same day, while other firms take even one month to reach an agreement. Consistent with the screening hypothesis, firms that negotiate longer are more likely to negotiate interest rate and fee adjustments: only seven percent of the firms reaching an agreement in one week negotiate an all-in-spread decrease, while 20 percent of the firms reaching an agreement in four weeks or more negotiate an all-in-spread decrease.

I examine whether bargaining can be an informative tool to learn more about the firm's unobserved creditworthiness, by studying the ex post use and performance of the credit line contracts as a measure of ex ante adverse private information.<sup>4</sup> For this analysis, I use the credit

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<sup>3</sup> I use the method of Berg et al. (2016) to calculate the all-in spread, which includes the impact of credit line fees on the firm's cost of borrowing.

<sup>4</sup> Jimenez, Salas, and Saurina (2006) use a similar approach to test whether the use of collateral is higher among borrowers with a higher credit quality.

line utilization and the default rate after origination as ex post outcome measures. In order to isolate the effect of bargaining in credit negotiations, I exploit the homogeneity of the offered credit line contracts. The credit line contracts offered to small firms are fairly standardized and the bank uses a credit rating and pricing model to make the offers.<sup>5</sup> As a result, many firms receive offers with the same credit term package. I compare firms receiving a first offer with the same credit term package, using “credit term package” fixed effects, a set of dummy variables for each unique package of credit terms.<sup>6</sup> The assumption behind this approach is that firms receiving offers with the same credit term package have an observably equivalent credit risk for the bank.<sup>7</sup>

When comparing firms that received offers with identical terms, I find that firms signing the offer immediately use their line of credit and default more than late signers. Immediate signers use their line of credit one year after origination, which is 10 percentage points more than firms that reach an agreement after 20 days and received a first offer with the same credit term package. Further evidence shows that immediate signers already start using their line of credit more right after origination, suggesting that they had an urgent need for extra liquidity. In line with the model, firms seem to trade-off direct access to their new line of credit against a higher price. The bank is willing to lower prices over time if it becomes clear that firms are less likely to draw down the line of credit. A lower drawdown probability allows the bank to offer the line of credit at a lower price (Thakor, Hong, and Greenbaum, 1981) and explains why banks make price adjustments over the course of the negotiation.

Next, I investigate whether price adjustments predict ex post credit line use. In a symmetric information setting, firms signing an offer with better pricing terms have price incentives to use their line of credit more often. The prediction is the opposite under asymmetric information: if bargaining creditably conveyed information about the firm’s quality, adjustments should predict a lower credit line use. Firms negotiating price adjustments use their line of credit 10 percentage points less than firms accepting the offer of the bank without credit term changes.

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<sup>5</sup> All credit line offers include five main terms; the interest spread, upfront fee, facility fee, the credit line size and the collateral requirements. Section 2.2 discusses in detail the terms of the offered credit line contracts.

<sup>6</sup> For example, the dummy variable `d_100_0.75_150_25_50` takes the value of 1 if the firm received an offer for a 100 thousand euro credit line, with a 75 percent coverage ratio, a 150 basis points credit spread, a 25 basis points facility fee and a 50 basis points upfront fee, and zero otherwise.

<sup>7</sup> If the observable credit risk is different, the loan officer could do better by asking for a higher interest spread from the observably riskier firm. In the robustness check, Section 5.3, I test whether loan officers anticipate negotiations using their soft information.



In addition, these firms default less. To test whether bargaining reveals new information, I use previous lending relationships between the firms and the bank as a measure of information asymmetries. If bargaining reveals new information, then negotiation time and price adjustments should more frequently occur in negotiations with new lending relationships. Consistent with this prediction, I show that new lending relations negotiate longer and are more likely to negotiate price adjustments.

An important challenge is to isolate the effect of the information revealed in negotiations from the causal effect of better credit terms on the ex post credit line use and default (Chiappori, and Salanié, 2002). Although this effect goes in the opposite direction of the main prediction of the model, it could bias the estimates. In order to address this problem, I exploit the finding that most firms only negotiate about the upfront fee of the line of credit. The upfront fee is a one-time lump-sum fee paid by the firm to the bank at the loan closing date (Berg et al., 2016). Since the upfront fee is a sunk cost for the firm, it does not affect the firm's ex post incentives to use the line of credit and default. A comparison between firms negotiating upfront fee adjustments and firms receiving the same first offer shows that negotiating firms use their line of credit less. Since the other credit terms are identical for both groups, any difference in ex post credit line use must be due to differences in the unobserved quality of firms that negotiated a lower upfront fee. Goa et al. (2017) show that loan officers have a substantial impact on loan contract terms (loan spreads, covenants and maturity). Differences in bargaining skills, anticipation, or mistakes of loan officers are therefore potential alternative explanations for these findings. The inclusion of loan officer fixed effects shows that the results are not driven by time-invariant loan officer characteristics, such as their bargaining ability.

The main contribution of this study is threefold: first, the paper contributes to a large amount of literature that analyzes how banks mitigate information problems in financial markets. Soft and hard information collected by loan officers (Stein, 2002; Dell'Ariccia and Marquez, 2006) and contractual features such as collateral, maturity and fees (Bester, 1985; Flannery, 1986; Shockley and Thakor, 1997) can be used to mitigate ex ante informational frictions. This paper proposes and tests a novel mechanism, showing that credit negotiations allow banks to screen out borrowers. Several studies use credit contract data to test whether firms self-select contract terms in order to reveal private information, by constructing measures of private information (Berger, Frame and Ioannidou, 2011; Liberti and Sturgess, 2013) or by studying the relationship between observed contracts and ex post outcomes (Jimenez, Salas, and Saurina,

2006; Berg et al., 2016). Other studies show that loan officers produce high quality information during the screening process (Aggarwal and Hauswald, 2010; Quan et al., 2015; Skrastins and Vig, 2016; Liberti, 2017). What I reveal is that not only information produced in the screening process, but also information elicited in the *negotiation process* improves the forecasting power of interest rates on future outcomes. This finding can help us understand why banks delegate authority to loan officers to negotiate credit contract terms.

Second, the paper contributes to the recent literature that opens up the “black box” on how credit terms are set. A persistent econometric challenge is the joint determination of loan contract terms (e.g. Melnik and Plaut, 1986). Some studies have attempted to address this concern by estimating models of simultaneous equations (Dennis et al., 2000; Brick and Palia, 2007; Bharath et al., 2007). This approach assumes a unidirectional relationship between the price and non-price terms. Cerqueiro et al. (2016) exploit a legal reform that exogenously reduced collateral values and show a causal relationship from collateral to the interest rate. This study provides direct evidence on how credit terms change over the course of the negotiation and provides empirical support for the assumption that pricing terms are set after all other non-price terms have been settled.

Third, from a broader perspective, the results of this paper complement the growing empirical literature on bargaining in financial markets. Hall and Woodward (2012) and Allen et al. (2014, 2016) show that price negotiations in the consumer credit market allow lenders to price discriminate, resulting in substantial price dispersions. While these papers aim to explain observed price dispersion, this paper provides the first micro evidence on the negotiation process in the small business credit market and examines bargaining as a mechanism to resolve information problems. The paper could therefore provide insights into why lengthy negotiations occur in other financial markets. For example, single-bid takeover negotiations take on average 40 trading days and often involve bid revisions, even in the absence of rival bidders (Betton and Eckbo, 2000).

The rest of the paper is organized as follows. Section 2 presents the theoretical model of a credit negotiation and discusses the empirical implications. Section 3 describes the negotiation process, the data and the descriptive statistics. Section 4 and 5 present the baseline empirical results and presents our results and several robustness checks. Section 6 concludes.

## 2. Theoretical model and empirical predictions

In this section, I present a simple model to study the way price negotiations could mitigate adverse selection. The model starts with the standard one period Stiglitz and Weiss (1981) set up. In addition, the model allows the bank to make sequential offers in the negotiation, instead of one take-it-or-leave-it offer. The option to make a counteroffer after the rejection of the first offer allows the bank to screen out impatient risky firms, which immediately accept the offer and subsequently make a lower offer to patient safe firms.

### 2.1. A simple model of credit negotiations

At  $t = 1$  there is a continuum of risk neutral firms who need to borrow a fixed amount  $I = 1$ . There are two types of firms: a fraction  $\lambda$  of risky firms with a low probability of success of  $p = p_l$  and a fraction  $(1 - \lambda)$  of the firms is safe and has a high probability of success  $p_h$  ( $1 \geq p_h > p_l > 0$ ). The projects yield  $R_i$  with probability  $i \in \{l, h\}$  and zero with probability  $(1 - p_i)$ . Risky and safe projects have the same mean return, but risky projects have a greater spread around the mean  $p_l R_l = p_h R_h = \bar{R}$ . All firms have the same subjective discount rate of  $0 < \delta < 1$ . The supply of credit is competitive and bank's cost of funds is normalized to one. All firms have projects with a positive net present value  $\bar{R} > 1$ . The risky and the safe firm have an exogenously given reservation payoff  $\bar{u}$  which is the return which they get if they use their outside option. Both banks and firms are risk neutral. The bank offers the firm a credit contract with an interest  $r$  that the firm needs to repay at the end of the period. For simplicity, the paper assumes that no contractual screening devices, like collateral, are available. The expected payoff to the firms of type  $i$  when the interest rate is  $r$  is  $U_i(r) \equiv p_i(R_i - r)$ .

### 2.2. Symmetric information

If the bank perfectly observes the riskiness of the firms, the optimal credit offers are those that maximize the expected payoff of each firm subject to a zero-profit constraint of the bank. The optimal contract is a debt contract under which the firm pays nothing when the project fails, and the full-information interest rate if the project succeeds. The interest rates satisfying the zero-profit constraint of the bank are:

$$r_i^* = \frac{1}{p_i}, \quad i = l, h. \quad (1)$$

Since the firms with a safe project are more likely to pay back their debt, their interest rate is lower than the interest rate of risky types. Both risky and safe firms immediately accept the offer of the bank and the negotiation therefore ends after the first period. The expected payoff of each type of firm under symmetric information would be  $p_i(R_i - r_i^*) = \bar{R} - 1$ .

### 2.3. One take-it-or-leave-it offer with asymmetric information

I consider now an environment in which the firm's type is only known privately and the bank could only make one take-it-or-leave-it offer.

The average repayment rate will be equal to  $\lambda p_l + (1 - \lambda)p_h \equiv \bar{p}$ , the average probability of success of the population. If the bank makes the same offer to all firms, and both firm types accept the offer in equilibrium, the interest rate at which the bank makes zero profits is:

$$r = 1/\bar{p}. \quad (2)$$

Since the expected revenues of risky and safe firms are the same, the expected payoff of safe firms will be lower than that of risky firms for any  $r > 0$ . Therefore the pooling contract should satisfy the participation constraint of safe firms. The participation constraint of safe firms is satisfied if  $1/\bar{p} \leq (\bar{R} - \bar{u})/p_h$ . If

$$\bar{R} < \frac{p_h}{\bar{p}} + \bar{u},$$

a pooling contract that both firm types accept does not exist. In this case the bank only offers  $r_r^*$  to risky firms. This situation is the classic under-investment problem in credit markets with adverse selection.

### 2.4. Sequential offer bargaining with asymmetric information

Suppose now that the bank could make an interest offer to all firms in  $t = 1$  but could also make a second offer in  $t = 2$  to all firms who rejected the bank's offer in period 1. Let  $r_1$  the interest rate of the credit offer made in period 1 and  $r_2$  the interest rate of the offer in period 2. The paper assumes that firms always accept the first offer of the bank if they are indifferent between accepting the first or the second offer.

A time interval exists between the first offer and the second offer and firms discount their payoffs from period 2. Rejecting the first offer of the bank is therefore costly. The cost of rejecting the first offer is higher for risky firms than for safe firms, because for any  $r_2 > 0$  the expected payoff of risky firms in period 2 is higher than the expected payoff of safe firms. Could the bank make an offer in the first period which the risky firms accept and an offer in the second period which only the safe firms accept? For this situation both the zero profit constraint of the bank and the separation constraint of the risky firms should hold, to prevent that the risky firms mimic the safe firms:

$$\lambda p_l r_1 + (1 - \lambda) p_h r_2 = 1 \quad (3)$$

$$p_l (R_l - r_1) = \delta p_l (R_l - r_2) \quad (4)$$

The two equations define  $r_1$  and  $r_2$ , yielding:

$$r_1 = \frac{\delta - (1 - \lambda) p_h (\delta - 1) R_l}{\delta \lambda p_l + (1 - \lambda) p_h} \quad (5)$$

and

$$r_2 = \frac{1 - \lambda (1 - \delta) p_l R_l}{\delta \lambda p_l + (1 - \lambda) p_h} \quad (6)$$

**Lemma 1:** If  $(r_1, r_2)$  satisfies the bank's zero profit constraint (3), the risky firm's separation constraint (4) and the safe borrowers participation constraint, there exists a bargaining strategy in which the bank makes a high first offer  $r_1$ , which risky firms accept and a second offer  $r_2$  which safe firms accept, which has the property  $r_1 > r > r_2$ .

**Proof:** If the separation constraint of the risky firms holds, risky firms immediately accept the first offer of the bank. It is straight forward to show that the safe firms are better off rejecting the first offer and accepting the second offer of the bank. The separation constraint of the risky firms holds could be rewritten as  $(1 - \delta) \bar{R} = p_l (r_1 - \delta r_2)$ . Safe firms prefer to accept the second offer if the cost of discounting the project return is smaller than the benefits of receiving a lower rate in period two  $(1 - \delta) \bar{R} < p_h (r_1 - \delta r_2)$ . Since  $(1 - \delta) \bar{R}$  is positive and  $p_h > p_l$ , the separation constraint of the safe firms always holds if the separation constraint of the risky firms holds. Safe firms only accept the second offer of the bank if their individual rationality constraint is satisfied  $\delta p_h (R_h - r_2) > \bar{u}$ . If the risky firm's separation constraint binds, the second offer  $r_2$  should be

lower than the first offer  $r_1$  in order to make the risky firms indifferent between accepting the first offer and waiting for  $r_2$  in the second period. The bank's zero profit constraint (3) holds for any sequential bargaining strategy  $(r_1, r_2)$  with the property  $r_1 > r_2$  only if the first offer is higher than the pooling contract (2) and the second offer lower than the pooling contract:  $r_1 > r$  and  $r > r_2$ . If this is not true, for example if  $r_1 > r$  and  $r_2 = r$ , the bank makes positive profits. Q.E.D.

Under which circumstances is the bargaining strategy described in Lemma 1 optimal? The advantage of this bargaining strategy is that it allows the bank to screen out risky firms by setting a high first offer. However, the cost of this bargaining strategy is the delay due to discounting. The following proposition shows that the bargaining strategy described in Lemma 1 is the optimal bargaining strategy if the mean returns of the firms are low:

**Proposition 1:** If  $p_h/\bar{p} + \bar{u} > \bar{R} \geq p_h r_2 + \bar{u}/\delta$ , the optimal bargaining strategy is  $(r_1, r_2)$ . The average repayments and welfare are strictly higher than in negotiations with only a single take-it-or-leave-it offer.

**Proof.** The bank could offer a pooling offer  $r$ , bargaining strategy  $(r_1, r_2)$ , or  $r_l^*$  to the risky firms. The total expected payoff of a pooling contract if both firm types accept the contract is  $\bar{R} - 1$  because both firm types receive financing and the bank makes zero profits. The total expected payoff of bargaining strategy  $(r_1, r_2)$  if risky firms accept  $r_1$  and safe firms  $r_2$  is  $[\lambda + (1 - \lambda)\delta]\bar{R} - 1$  and the total expected payoff  $r_l^*$  is  $\lambda(\bar{R} - 1)$  because only risky firms accept the offer. The pooling offer  $r$  is optimal if  $\bar{R} \geq p_h/\bar{p} + \bar{u}$ . Section 2.3 shows that if this condition holds both risky and safe firms accept the offer. The total expected payoff of the pooling offer  $\bar{R} - 1$  is higher than the total expected payoff of the sequential offer  $[\lambda + (1 - \lambda)\delta]\bar{R} - 1$ , because  $\delta < 1$ . Although safe firms cross-subsidize risky firms, the pooling contracts results in a higher total expected payoff, because delaying the agreements is costly for safe firms due to discounting. If  $p_h/\bar{p} + \bar{u} > \bar{R}$ , section 2.3 shows that it is not feasible to make a pooling offer. The bargaining strategy  $(r_1, r_2)$  is optimal because the total expected payoff is  $[\lambda + (1 - \lambda)\delta]\bar{R} - 1$  is higher than  $\lambda(\bar{R} - 1)$ , the total expected payoff of  $r_l^*$ . Finally, if  $\bar{R} < p_h r_2 + \bar{u}/\delta$ , the bank could not offer  $(r_1, r_2)$  because this bargaining strategy does not satisfy the participation constraint of safe firms. Instead the bank offers  $r_l^*$  to the risky firms, yielding  $\lambda(\bar{R} - 1)$  Q.E.D.

Proposition 1 shows that sequential negotiations could mitigate the adverse selection problem which arises if the bank only makes a take-it-or-leave-it offer (2.3). Since it is more costly for risky firms to reject the first offer and wait for a second offer than for safe firms, the bank could screen out risky firms by making a high first offer and making price adjustments over the course of the negotiation.

## 2.5. Discussion

The economic intuition of the model is similar to strategic bargaining models with asymmetric information (e.g. Kennan and Wilson, 1993; Deneckere and Liang, 2006; Fuchs and Skrzypacz, 2010). These models show that delays between offers in negotiations could act as a screening device to credibly convey private information about the strength of a parties bargaining position.<sup>8</sup>

Negotiations could act as a screening device if the cost of rejecting an offer differs across firms, resulting in impatient bargainers, willing to accept the offer immediately, and patient bargainers, willing to wait for a better offer. A standard way in strategic bargaining theories to introduce this cost is to assume that after a rejection of an offer it takes time to get a counteroffer, which is costly due to discounting (Kennan and Wilson, 1993).<sup>9</sup> In the model presented above, delaying the negotiation is more costly for risky firms because the expected payoff of risky firms is higher than the payoff of safe firms. An alternative modelling choice that eliminates discounting is to assume a share of  $\lambda$  impatient firms with high waiting costs and a fraction  $(1 - \lambda)$  of patient firms with low waiting costs. Although there are different ways to model impatience, the assumption that some firms are more impatient than others is crucial.

In practice, some firms might be more impatient than others to obtain a line of credit because they face unexpected liquidity shortages. Firms facing unexpected liquidity shortages cannot find the cash they require to meet their more urgent needs or undertake their most valuable projects. The financial crises led to a significant drop in sales and liquidity, firms relied more on their line

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<sup>8</sup> Deneckere and Liang (2006), for example, study a richer set up with more than one type and multiple offers at discrete times ( $t=1, 1+\Delta, 1+2\Delta, \dots$ ). Fuchs and Skrzypacz (2010) show that potential arrival of a competing offer increases the length of negotiations, because the arrival of outside offer increases the value of waiting.

<sup>9</sup> An alternative modelling choice that eliminates discounting is to assume that each party incurs some fixed cost each period until agreement is reached. In this case, the party with the high cost of delay is more impatient.

of credit and face difficulties in initiating and renewing their lines of credit (Campello et al., 2011). Failing to meet short term obligations could result in significant financial and non-financial costs, such as late payment penalties, foregone investment opportunities and discontinued supplies. Therefore, firms more 'desperate' for liquidity rather sign the credit line contract today at a higher price than starting a lengthy negotiation. In contrast, firms applying for a line of credit as liquidity insurance, not planning to use the line of credit immediately could hold out longer and negotiate with the bank.

## *2.6. Empirical predictions*

The model has several testable empirical implications. The model predicts that in an environment in which firms have private information about their creditworthiness, the bank and the firm negotiate about the interest rate of the credit contract. This implies that some firms immediately accept the offer of the bank, while others wait for an offer with better terms. This results in delays in negotiations and yields the following hypothesis:

**Hypothesis 1 (H1).** The time it takes to reach an agreement varies across firms.

The model predicts that the bank starts with a high first offer and only reduces the offer after a long enough period to convince the bank that the remaining firms are of a lower risk class. This implies that the likelihood of price adjustments should increase in the length of the negotiation. The paper therefore tests the following hypothesis:

**Hypothesis 2 (H2).** Firms negotiating longer are more likely to negotiate price adjustments.

The model predicts the risky impatient firms immediately accept the first offer of the bank and safe patient firms delay the negotiations. Therefore firms that negotiate longer should be of a better quality than firms immediately accepting the offer of the bank. This yields the following hypothesis:

**Hypothesis 3 (H3).** Firms immediately accepting the credit offer have a worse ex post performance than firms signing an agreement after a delay.



The paper uses the ex post use and performance of the credit line contracts as a measure of ex ante adverse private information and test whether firms delaying the agreement exhibit a better ex post than firms immediately accepting the offer of the bank. For this analysis, the main variables of interest are the percentage of a firm's committed line of credit that was actually drawn after origination and ex post default.

If bargaining delays creditably convey information about the firm's quality, banks are willing to reduce the all-in spread over the course of the negotiations and, in turn, the adjustments of the bank should therefore predict better ex post performance. The relation between adjustments and ex post performance under asymmetric information is captured in the next hypothesis:

**Hypothesis 4 (H4).** Price adjustments predict better ex post performance.

In a symmetric information setting, the prediction is the opposite: firms signing an offer with better pricing terms have price incentives to use their line of credit more. Instead, adjustments should then predict a lower credit line use.

### **3. The negotiation process and descriptive statistics**

#### *3.1. The negotiation process*

A credit application starts with a meeting with the loan officer in which the firm discusses its business, credit demand and collateral. In addition, the firm provides information such as recent annual reports, forecasts and taxation reports. After the meeting, the loan officer makes a credit analysis, specifies the structure, maturity, collateralization, and the interest spread of the credit offer, and submits the credit offer to a superior for approval. After the approval the loan officer prepares the first offer and sends it to the firm. The credit offer is an actual credit contract, signed by the bank, and expires after fourteen days. During this 14-day period, the firm could immediately accept the offer, negotiate better terms with the bank or decide not to accept the

offer.<sup>10</sup> If the firm returns after 14 days to the bank, the bank could still provide the line of credit at the terms of the old offer, but is not obliged to and could decide to make a new offer at different terms. The bank makes one sided offers. Loan officers do not have incentives to negotiate before the first offer, because negotiating before the approval decision violates the bank's procedures and puts the loan officer's reputation at stake.

### *3.2. Descriptive statistics*

The sample consists of 16,717 credit line negotiations between 12,215 non-financial, small firms and a large commercial bank over the period January 2008 - December 2011. The bank is one of the top five commercial banks in the Netherlands and its business practices, information acquisition and loan data are highly representative for the banking industry. The Netherlands has a bank-based financial system, but is similar to the U.S. in general economic, financial, and technological development. The cultural values in the Netherlands, which could affect bargaining behavior (Roth, Prasnikar, Okuno-Fujiwara and Zamir, 1991), are very similar to the U.S. compared to other European countries (Hofstede, 1991).

Table I shows that the median firm in the sample has a total asset size of 877 thousand euro, 11 employees, is incorporated and has a leverage ratio of 78 percent. The firms are comparable with small U.S. firms covered by the 2003 National Survey of Small Business Finance (NSSBF). The median firm in the NSSBF has an asset size between 100 and 240 thousand dollar and employs five to nine employees (Mach and Wolken, 2006). Both prospective and existing customers apply for new credit facilities and the firms in the sample are not in default. Therefore, this study does not focus on renegotiation of existing contracts or ex post bargaining in payment default or bankruptcy.

The credit line offers include five main terms; the interest spread, upfront fee, facility fee, the credit line size and the collateral requirements. The interest spread is the firm specific interest margin above a floating base interest rate for all lines of credit, charged to firms on the drawn portion of the line of credit. The facility fee is a quarterly fee paid on the entire committed amount, regardless of the credit line use. The upfront fee is the one-time fee paid by the firm to

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<sup>10</sup> Credit line and term loan offers have an expiration date. This protects the banks for adverse developments in the credit worthiness of the firms, but also limits the time in which a firm could search for outside options. Credit offers often expire after 14 days, but some banks might offer longer periods.

the bank at the loan closing date.<sup>11</sup> The credit line contracts offered by the bank do not contain a commitment fee, utilization fee or cancellation fee. The credit line contracts do not include financial covenants, partly because they are very costly to monitor in the opaque small business credit market. The all-in spread is calculated using the methodology proposed by Berg et al. (2016) and measures the cost of borrowing including the upfront and facility fee.<sup>12</sup> The average all-in spread of the first offer is 290 basis points. The average size of the line of credit is 120 thousand euro and has a coverage ratio of 79 percent (estimated value of the collateral / exposures to the firm).

[Table I about here]

### 3.3. Negotiation summary statistics

The bank has offer writing software that records all offers made to the firms, from the first offer toward the final outcome, the credit contract. The offers include an issuance and expiration date and if the firm and the bank reach an agreement, signing date.<sup>13</sup> Data on both rejected and accepted offers and the dates of the offers and the signing date allows to calculate the *credit term changes* between the first offer and the final offer (the credit agreement) and *negotiation time*.

Panel A of Table 2 compares the credit term changes between the first offer and the credit agreement. The paper calculates for each credit term (e.g. interest spread, fees, credit line size) the change between the first offer and the final agreement. Firms rejecting the first offer negotiate most frequently about the interest spread and fees. The upfront fee changes in 9 percent of the negotiations, followed by interest spread and facility fee changes in 3 and 2 percent of the negotiations respectively.<sup>14</sup> The median upfront fee change is 50 basis points, which is a discount of 30 percent of the average upfront fee. These magnitudes are economically significant

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<sup>11</sup> See Berg et al. (2016) for a clear description of the role and importance of fees in credit line contracts. In this calculation the paper assumes that the firm uses 60 percent of its credit line (the average).

<sup>12</sup> The all-in spread is calculated using the formula: all-in spread = Upfront Fee / Credit line maturity + Annual Facility Fee + Percentage of the credit line drawn x Annual Spread. The all-in spread is an ex ante measure of the total borrowing cost of the firm and spreads the upfront fee out over a period of 3 years and assumes that firms use 60 percent of their credit line (the sample average).

<sup>13</sup> The data does not include offers of other banks.

<sup>14</sup> The interest spread is the firm specific interest margin above a floating base interest rate for all credit lines, charged to firms on the drawn portion of the line of credit. The facility fee is a quarterly fee paid on the entire committed amount, regardless of usage. The upfront fee is the one-time fee paid by the firm to the bank at the loan closing date. See Berg et al. (2016) for a clear description of the role and importance of fees in credit line contracts.

and in line with the magnitudes loan officers mentioned in conversations about credit conversations.

[Table II about here]

### *3.4. The setting of pricing and non-pricing terms in credit negotiations*

A large empirical literature studied the determinants of individual credit contracts terms, such as collateral, maturity and size, and the relationship between non-pricing and pricing terms (e.g. the relation between collateral and interest rates). These existing studies rely on outcome data because real world negotiations take place in private meetings, on the phone or by e-mail and are usually not centrally recorded. Relying on outcome data poses several empirical challenges. Firstly, the final credit contract does not reveal the sequence in which the credit terms were set. Credit terms may be determined simultaneously. Some studies have attempted to address this concern by estimating models of simultaneous equations (Dennis, Nandy and Sharpe (2000); Brick and Palia (2007); Bharath, Dahiya, Saunders and Srinivasan (2007)). This methodology requires the assumption of a unidirectional relationship between the loan spread and the non-pricing terms maturity and collateral, and a bidirectional relationship between the non-pricing terms. So far only anecdotic evidence exist that the price of the credit contract is determined after the non-pricing terms (see for example the S&P Guide to Loan Markets, 2006). Studying how credit terms change from the first offer to the final agreement could provide a direct test of the assumption that lender and borrowers set the interest rate after the non-pricing terms and whether firms trade-off credit terms in negotiations.

Panel A of Table 2 shows that after the first offer, most frequently the interest spread and fees change. This implies for these negotiations that the bank and the firms set the pricing terms after the non-pricing terms. This unidirectional relationship between the pricing and the non-pricing terms is an important assumption of models estimating credit terms using a simultaneous equation model. Although the evidence does not show the order at which the credit terms have been set before first offer, it shows that the bank and the firms set the pricing at the end of the negotiation process. A subsequent question is whether the change in the pricing is the result of trade-offs between pricing and non-pricing terms.

In credit negotiations, borrowers may “trade-off” changes in any credit term in exchange for other adjustments (Melnik and Plaut, 1986). Trading-off credit terms allows borrowers to self-select their preferred contracts that could *ex ante* reveal their quality (e.g. Bester, 1985; Flannery, 1986; Shockley and Thakor, 1997).<sup>15</sup> A direct prediction of these trade-off theories is that more than one credit term should change in negotiations (for example higher collateral requirements against a lower interest rate or fee). Instead, in price negotiations only the pricing terms change in the negotiation.

Panel B of Table 2 therefore distinguishes between negotiations with 1 or more than 1 credit term changes. In most of the negotiations only one credit term changes and both Panel B and C show that these changes primary result in a decrease in the all-in spread. In a small share of the negotiations more than 1 credit term changes. These changes however are not the result of a trade-off, but mostly consist of negotiations in which more than 1 pricing term decreases (e.g. both an interest spread and upfront fee decrease). In only 0.5 percent of the negotiations the bank and the firms trade-off a higher (lower) interest rate or fee against lower (higher) collateral requirements, as predicted by (Bester, 1985). Comparing negotiations of new lending relationships and existing relationships shows that collateral pricing trade-offs occur more frequently in negotiations with new lending relationships. This finding is in line with Berger, Frame, Ioannidou (2011) who find that theories predicting that firms use collateral to convey their creditworthiness are in particulate valid for customers with short borrower–lender relations that are relatively unknown to the lender. In credit line negotiations firms could convey their low future credit line use by trading off a low interest spread against higher fees. In 0.3 percent of the credit negotiations the bank and the firm trade-off credit spread and fees. These trade-offs take place more frequently in negotiations with firms without lending relationships.

Although trade-offs between credit terms take place in the credit negotiations, the evidence provided in this section shows that they occur not very frequent. In most negotiations only pricing terms change, resulting in a decrease in the all-in spread.

### *3.5. All-in spread changes over the course of the negotiation*

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<sup>15</sup> Multi-stage negotiations do not take place in these models, because the offer with the contract menu is a take-it-or-leave-it offer. In practice, a bank might offer the menu of contracts sequentially. For example, by offering first a contract with high low collateral requirements and a high interest rate and if the firms rejects the offer of the bank, the bank could make a subsequent offer with higher collateral requirements and a lower interest rate.

In the model presented in section 2 costly delays between the offers act as a screening device. The strategy to start with a high first offer and successively lower prices until a firm accepts exploits the impatience of risky firms. This results in the prediction that risky firms accept the bank's offer immediately, while safe firms only accept after a lengthy negotiation. The paper measures the *negotiation time* between the first offer and the signing date.

Table II, Panel C shows that the average (median) time it takes to reach an agreement is 9 (5) days. The standard deviation is 12 days and shows that there is substantial variation in the negotiations time (H1). Figure 2 shows that in 24 percent of the negotiations firms sign the offer of the bank on the same day, while other firms take even 1 month to reach an agreement. In the robustness check section 5.1., I show that observable firm, credit offer and loan officer's characteristics only explain only a small share of the total variation in the negotiation time. This is in line with the prediction that firms use bargaining delays to convey their private information.

Hypothesis 2 predicts that the bank reduces the all-in spread over the course of the negotiation. Figure 3 plots the likelihood of all-in spread changes over the negotiation time in weeks. Firms that negotiate longer are more likely to negotiate interest rate and fee adjustments: of the firms reaching an agreement in one week, only 7 percent negotiates a lower spread, while of the firms reaching an agreement in two weeks 11 percent negotiate a lower spread. Thus in the negotiation, the bank start with a high first offer and make adjustments over time. The bank could use these adjustments to screen borrowers. A natural question is whether the bank makes also larger adjustments over time. Figure 3 shows whether the all-in spread decrease results in a 25 bps, 50 bps, 75 bps, or >75 bps decrease. This figure shows that longer negotiations also increase the likelihood of larger adjustments of the bank.

The descriptive statistics on the negotiation process show that firms most frequently negotiate an all-in spread decrease and rarely trade-off credit terms, as predicted by credit contract design theories. Consistent with the screening hypothesis, firms that negotiate longer are more likely to negotiate all-in spread adjustments.

#### *4. Bargaining behavior and ex post performance*

The negotiation model in section 2 predicts that firms immediately accepting the credit offer have a worse ex post performance than firms signing an agreement after a delay (H3) and price adjustments in negotiations predict better ex post performance (H4). In this section, I test whether

firm bargaining behavior predicts the ex post performance of the line of credit by comparing firms which received the same “credit term package” in their first offer from the bank.

#### *4.1. Ex post performance measures*

In this section, I study to what extent bargaining can be informative about the firm’s unobserved creditworthiness. In order to answer this question the paper uses the ex post use and performance of the credit line contracts. For the analysis, the main variable of interest is the percentage of a firm’s committed line of credit that was actually drawn after origination. To avoid the bias due to possible reductions of the commitment amount anytime during the life of the line of credit, the denominator of the ratio is kept fixed and equals the total committed amount at the time of the origination. Firms increase their credit line usage and are more likely to default as firm financial conditions worsen (Jiménez et al., 2009). The average (median) credit line usage is 61 (73) percentage points and 3 percent of the accepted lines of credit default within 12 months after origination. The ex post credit line use and performance is a uniform measure, available at a monthly frequency, and therefore suited to assess the underlying firm quality.

#### *4.2. A comparison between immediate and late signers*

In order to study the relationship with firm bargaining behavior and ex post credit line usage Figure 4 presents the mean credit line use with 95 percent confidence intervals as a function of the negotiation time. The unconditional comparison between immediate and late signers shows that firms signing the offer within 1 week draw down 60 percent of their line of credit 12 months after origination, while firms signing after three weeks draw down only 47 percent of their line of credit after 12 months. The average line of credit use drops as the firm takes longer to reach an agreement. This figure suggests that there is a relation between the time it takes to reach an agreement and the future credit line use. However, firms signing their credit offer immediately might be different on several observable dimensions. Large firms might for example take longer to decide about the offer of the bank.

Table 3 compares immediate signers (below the median negotiation time of 5 days) with late signers (above median negotiation time). The comparison shows that immediate and late signers do not differ in size and profitability, but that immediate signers have slightly less liquid assets and more leveraged. This finding suggests that illiquid and more risky firms prefer to sign the

credit line offer quicker, which is in line with the economic intuition of the model that these firms are more impatient. However, in the analysis in robustness check section 5.1, I show that observable differences across firms, credit offers and loan officers could explain only a small share of the variation in negotiation time.

#### 4.3. Credit term package fixed effects model

The research objective is to study whether firm bargaining behavior predicts ex post credit line use and default. In this section, I outline the “credit term package” fixed effect model.

In order to isolate the effect of bargaining, the paper has to compare for the bank observably equivalent credit line applicants. The paper therefore compares firms which received an identical credit line offer from the bank. The idea behind this method is that loan officers use their hard and soft information about the creditworthiness the firm to set the first offer to the firms, as a result, observably equivalent firms should receive the same credit line offer.<sup>16</sup>

To compare firms which received the same offer, the paper creates *Credit term package fixed effects*, a series of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. For example, the dummy variable  $d_{100\_0.75\_150\_25\_50}$  takes the value of 1 if the firm received an offer for a 100 thousand euro line of credit, with a 75 percent coverage ratio, a 150 basis points credit spread, a 25 basis points facility fee and a 50 basis points upfront fee, and 0 otherwise. This procedure results in 8153 unique credit term package dummies (out of 17351 credit line negotiations).

To study whether bargaining behavior predicts ex post performance the paper estimates the following specification:

$$Y_{ijt+12} = \beta_1 \cdot Negotiation\ time_{ijt} + \gamma \cdot Credit\ term\ package\ FE_i + \gamma_t + \gamma_j + \varepsilon_{ijt} \quad (7)$$

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<sup>16</sup> If the observable credit risk is different, the loan officer could do better by asking a higher interest spread to the observably riskier firm.



where  $Y_{ijt+12}$  is the *credit line use* twelve months after the credit line origination or the *default* (0/1) within twelve months of the line of credit of firm  $i$  negotiated by loan officer  $j$  at time  $t$ . *Negotiation time* $_{ijt}$  is the time between the first offer of the bank and the date at which the firm signs the credit agreement. *Credit term package FE* are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$  to control for differences in bargaining ability across loan officers. Standard errors are robust and clustered at the firm level.

One important alternative explanation to consider is that loan officers fully anticipate on the 21 percent of firms which are planning to negotiate by raising the first offer interest spread or fees, negotiate and end up with an agreement at their preferred terms. In order to address this concern the paper exploits the use of a credit line pricing model in the bank. The credit line pricing model gives the loan officer an advice price (interest spread, facility fee and upfront fee) based on an algorithm, using only hard information (credit rating and other credit line non-pricing terms) as input. The paper measures loan officer discretion (the difference between the credit offer pricing and the model pricing), which the loan officer could potentially use to anticipate on negotiations. Robustness check 5.3. shows that the results are not drive by loan officer discretion and analyze the subsample of credit negotiations in which loan officers do not use discretion.

#### 4.4. Results

##### 4.4.1. Negotiation time

Hypothesis 3 predicts that firms immediately accepting the credit offer have a worse ex post performance than firms signing an agreement after a delay. The negotiation time should therefore have a negative relation with future credit line use and default ( $\beta_1 < 0$ ).

Table IV presents the estimates of specification (7). Column (1) includes the first offer characteristics as control variable and shows that conditional on the first offer, firm that negotiate longer are less likely to use their line of credit (H3). Column (2) includes instead of the first offer characteristics, credit term package fixed effects. By comparing firms which received exactly the same offer the papers finds that firms that negotiate longer are less likely to use their line of

credit. The use of *Credit term package fixed effects* assume that firms receiving the same offer are observably equivalent for the bank. If this assumption is correct, the inference of the loan officers from the bargaining behavior reduces information asymmetries between the firms and the bank. Alternatively, firms receiving the same offer of the bank might have different credit risk. For example, the creditworthiness of a firm with and without a lending relationship might receive the same offer, but have a different credit risk due to differences in bargaining power or marginal lending costs. In order to test whether the results in column (1) and (2) are driven by observable differences in creditworthiness column (3) includes credit rating dummies, in column (4) firm characteristics and in column (5) relationship characteristics. In addition to the *credit term package fixed effects* the inclusion of the control variables only slightly increase the R-squared of the estimations, which suggests that by analyzing firm which receive the same offer, variation in observable characteristics only slightly explain future credit line use. In addition, the results show that the predictive value of an all-in spread decrease only slightly changes by the inclusion of observable characteristics. Goa et al. (2017) show that loan officers have a substantial impact on loan contract terms (loan spreads, covenants and maturity). Loan officers have therefore potentially different bargaining strategies. If, for example, more senior loan officers are more likely to negotiate and have higher quality firms in their portfolio and monitor them better, the results that negotiating firms use their lines of credit less and are less likely to default is driven by the ability of the loan officer and/or assortative loan officer-firm matching. In column (6) therefore includes loan officer fixed effect. The results do not change, which suggest that the economic mechanism is not driven by differences in bargaining ability.<sup>17</sup>

[Table IV about here]

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<sup>17</sup> In robustness check section 5.3 and 5.5, I test whether the results are driven by loan officers anticipating on the negotiation and loan officer mistakes.

#### 4.4.2. All-in spread adjustments

Hypothesis 4 predicts that the banks adjustments in negotiations predict better ex post performance. An all-in spread decrease should therefore predict a lower future credit line use and default rate. In order to test H4, I use the credit term package fixed effect model, discussed in the previous section and estimate whether an *all-in spread decrease* predict the firm's credit line use 12 months after origination.

An important challenge is to isolate the effect of the information revealed in negotiations from the causal effect of better credit term on the ex post credit line use and default. Firms signing an offer with better pricing terms have, all else equal, price incentives to use their line of credit more. Although this effect goes in the opposite effect of the main prediction of the model, it could bias the estimates. In order to address the problem, the paper exploits the fact that most firms only negotiate about the upfront fee of the line of credit (see Table 2). The upfront fee is a one-time lump-sum fee paid by the firm to bank at the loan closing date (Berg et al., 2016). Since upfront fee is a sunk cost for the firm, it does not affect the firm's ex post incentives to use the line of credit and default. Since the other credit terms are identical for both groups, any difference in ex post credit line use must be due to differences in the unobserved quality of firms that negotiated a lower upfront fee.

Column (1) of Table V shows that firms negotiating an all-in spread decrease use their line of credit 9.5 percentage points less than firms accepting the offer of the bank without changes. Column (2) compare firms which received an offer with identical credit terms using *Credit term package fixed effects*. The results show that negotiating firms use their lines of credit less one year after origination. Columns (3)-(5) include credit rating fixed effects, firm characteristics and relationship characteristics and show that these differences do not drive the main results. In column (6) the specifications include loan officer fixed effects. The results suggest that the lower credit line use of firms negotiating an all-in credit spread decrease, are not due loan officer specific characteristics. Column (7) studies the individual effect of interest spread, facility fee and upfront fee decrease. As argued above, change in the upfront fee should not affect the incentives of the firms to use the line of credit and default ex post because upfront fees are lump sump

payments paid at the origination of the line of credit. The results show that changes in the upfront fee drive the main findings.

In Table VI the paper investigates whether the negotiation time and all-in spread adjustments predict credit line use and default over time. Panel A shows that the negotiation time and all-in spread adjustments predict the credit line use 3 to 18 months after the credit line negotiation. The coefficients are relatively stable over time, what suggests that the private information about the credit line use is persistent. Credit line use does not necessarily result in defaults, although Jiménez et al. (2014) show that credit line use increases as firm financial conditions worsen. Panel B shows that both the negotiation time predict the likelihood that the firm defaults on its line of credit, but this only is visible after more than 6 months. After 18 months, firms negotiating an all-in spread decrease are 3.8 percent more likely to default.

[Table V about here]

[Table VI about here]

#### *4.4.3. Lending relationships*

Lending relationships could reduce information asymmetries (Rajan, 1992). For example, the loan officer could infer from the current credit line use whether a firm has urgent liquidity needs (Jiménez et al., 2009; Norden and Weber, 2010). If bargaining behavior reduces information asymmetries negotiations should take place more frequently between the bank and firms which do not have a lending relationship with the bank. Consistent with this prediction, Panel A of Table VII shows that the firms with an existing lending relationship sign on average 3 days earlier and are 3 percentage points less likely to negotiate an interest rate decrease.

Variation in the negotiation time is potentially driven by non-strategic factors, such as the communication medium used (email, physical meetings or phone) or entrepreneurial workload, that potentially correlated with firms characteristics. In order to address this concern, I examine in section 5.2 of the robustness checks the start of the 2008/2009 financial crisis as a shock to information problems between the firms and the bank. If after the start of the crisis information problems increased we should expect that the negotiation time between the bank and firms without lending relationship increases relative to the negotiation time of firm with a lending relationship. I compare the bargaining behavior of firm with and without lending relationship

around the start of the financial crisis and show that after the start of the financial crisis firms without lending relationship negotiate significantly longer than similar firms with a lending relationship, suggesting that information problems rather than non-strategic factors explain the difference in negotiation behavior of firms with a lending relationship.

Next, I test whether bargaining behavior of firms without lending relationship predicts the ex post credit line use.<sup>18</sup> Panel B of Table VII estimates specification (1) for firms without lending relationship. Firms which negotiate longer are less likely to use their line of credit. Column (2) estimates the same specification for the subset of firms with an existing lending relationship with the bank. The finding that bargaining behavior predicts ex post performance for new clients of the bank suggests that it is not likely that the results are driven by anticipation of the loan officer because the loan officer negotiate with these firms for the first time. The bank has detailed information about the credit line use before the credit application and loan officers have access to this information. Columns (2) and (3) show that information about the use of the existing line of credit strongly predict the credit line use 12 months later. Still negotiation time predicts ex post credit line use. Panel C tests whether the price adjustments to firms with and without lending relationships predict credit line use. The results show that adjustments to firms with and without lending relationship predict credit line use, which suggests that bargaining reveals information even within the lending relationship.

[Table VII about here]

## **5. Robustness checks**

In this robustness check section, I test the determinants of the negotiation time (5.1.) and whether a shock in the asymmetric information between the firms and the bank increase the negotiation time (5.2.). Subsequently, I investigate in section 5.3 and 5.4 whether the main results are driven by loan officer discretion or loan mistakes and in section 5.5 whether larger adjustments predict better ex post performance.

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<sup>18</sup> Online Appendix A Shows that the average credit line use after 12 months after origination as a function of the negotiation time in weeks decrease for both firms with and without lending relationship.

### 5.1. Determinants of negotiation time

In the model, firms decide to reject the offer of the bank based on their private information. Observables should therefore only explain a small share of the variation in the *negotiation time*. This robustness check examines the decision whether to accept the bank's offer immediately or delay the negotiation. Specifically, this exercise estimates the following specification:

$$\text{Negotiation time}_{ijt} = \beta_1 X_{ijt} + \varepsilon_{ijt}, \quad (8)$$

where  $\text{Negotiation time}_{ijt}$  is time between the first offer of the bank and the data at which the firm and the bank reach an agreement of firm  $i$  negotiated by loan officer  $j$  at time  $t$ . and  $X_{ijt}$  is a vector of covariates. Standard errors are clustered at the firm level.

The proxies for the outside options of the firm include the following. *Total assets* captures the firm's ability to secure or collateralize its debt, as the liquidation value in distress. In addition, *liquid assets* measures the ratio of liquid assets to total assets. Recovery values of liquid assets (inventory, accounts receivable and cash) are higher (Berger et al., 1996) and therefore sustain more external financing. The paper uses *leverage* (debt to total assets) to measure the riskiness of the firm and *profitability* (EBIT to total assets) to measure the short-term liquidity necessary for repayment. Two bank relationship measures are *lending relationship*, which takes the value of one if the firm has an existing lending relationship with the bank and *relationship with other banks* takes the value of one if the firm has a relationship with a competing bank and zero otherwise. The paper also includes three macroeconomic factors to represent credit market conditions. GDP Growth is the quarterly GDP growth rate in comparison with the same quarter in the previous year, *tightening credit standards* measures the percentage of Dutch banks reporting tightening credit standards in the ECB bank lending survey (BLS). *Competition from other banks* measures the percentage of Dutch banks reporting per quarter whether competition contributed to higher credit standards in the BLS. For the control variables, the paper includes 1-digit industry fixed effects, credit line purpose fixed to account for systemic differences across negotiations. The terms of the first offer are included and consist of first offer interest rate spread, the interest and credit fee, the credit line amount and the coverage ratio (estimated liquidation value collateral

/ total exposure to the firm). Finally, the paper includes loan officer fixed effects to capture differences in bargaining ability across loan officers.

Table VIII reports the results. The results show that large firms, with liquid assets and low leverage take longer to reach an agreement. This is consistent with the idea that these firms are more likely to receive an outside offer, which increases the value of waiting. Although it has been documented that larger, safer firms with more pledgeable assets have better access to external financing (e.g. Agarwal and Hauswald, 2010), the results shows these factors also affect bargaining behavior, suggesting that they have a better bargaining position. Next, the results show that firms with an existing lending relationship take on average 3 days less to reach an agreement, which is 33 percent less than the average negotiation time of 9 days. Even after conditioning on industry, deal purpose and first offer characteristics in column (2) lending relationships negotiate significantly shorter than firms without relationship. The relationship banking literature shows that banks have more information about their existing clients (e.g. Bharath et al., 2009). In line with this existing evidence, this result shows that bank and firm reach also faster an agreement. In order to rule out that this result is driven by non-strategic factors (e.g. faster communication) the following subsection compares the bargaining behavior of firms with and without lending relationship before and after a shock to information asymmetries between the bank and the firm (the start of the financial crisis). Although the GDP growth rate as macroeconomic factor seems not to affect bargaining delays, credit market conditions do seem to affect the time it takes to reach an agreement. Negotiations are shorter in periods in which credit standards are tightened and in periods with stronger credit market competition, negotiations take longer. This result suggest, as predicted by Fuchs and Skrzypacz (2010), that bargaining dynamics are influenced by the market conditions. The specification reported in column (4) includes loan officer fixed effects. Loan officers have potentially a different negotiation style and their bargaining ability affects the time it takes to reach an agreement with the firm. The results show that the inclusion of loan officer fixed effects do not change the magnitudes and significance of the previous results, which suggest that the previous results are not driven by unobserved loan officer specific factors.

The results show that there is substantial variation across firms in the time it takes to reach an agreement with the bank, even after taking into account observable differences across firms and

loan officers. Observable firm, credit offer and loan officer's characteristics only explain only a small share of the total variation in the negotiation time. This is in line with the prediction that firms use bargaining delays to convey their private information. The results do show that delays are more likely to occur if firms are larger and financially stronger and in periods with more favorable credit market conditions, suggesting that the outside options of the firms determine the length of the negotiation

### *5.2. Negotiation time before and after the start of the financial crises*

Variation in the negotiation time is potentially driven by non-strategic factors, such as the communication medium used (email, physical meetings or phone) or entrepreneurial workload, that potentially correlated with firms characteristics. In order to address this concern, the paper exploits the start of the 2008/2009 financial crisis as a shock to information problems between the firms and the bank (Mishkin, 2011). The paper compares the bargaining behavior of firm with a lending relationship and firms without lending relationship around the start of the financial crisis. Ideally, the control group of firm with a lending relationship provides the counterfactual to disentangle the effect of higher information asymmetries during the crisis from other forces that affect bargaining behavior. The results show that after the start of the financial crises, firm without lending relationship with the bank negotiate significantly longer with the bank than firm with an existing lending relationship.

The paper uses a window of 4 quarters before the start of the financial crisis in the Netherlands (2008:Q1-2008:Q4) and 4 quarters after the start of the financial crisis (2009:Q2-2010:Q1).<sup>19</sup> Figure 4 shows the average negotiation time over this subsample of firms with and without existing lending relationship with the bank. The figure shows that before the start of the lending relationship reached quicker an agreement with the bank than firms without lending relationship. The average negotiation time of firms with and without a relationship follows the same trend before the start of the crisis. After the start of the financial crisis in the Netherlands, the time it takes to reach an agreement with firms without lending relationship increases strongly increases,

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<sup>19</sup> The Dutch economy entered into a recession in 2009:Q1.



while the time it takes to reach an agreement with existing only slightly increases after the start of the crisis. The paper estimates the following specification:

$$\text{Negotiation time}_{ijt} = \beta_1 \cdot \text{Post}_t \times \text{Treated}_{ijt} + \beta_2 X_{ijt} + \gamma_t + \varepsilon_{ijt} \quad (9)$$

where  $\text{Negotiation time}_{ijt}$  is time between the first offer of the bank and the date at which the firm and the bank reach an agreement of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Post}_t$  takes the value of one if the bank and the firm negotiate about the terms of the line of credit after 2009:Q1, and zero otherwise, and  $\text{Treated}_{ijt}$  takes the value of one if the firm has no existing lending relationship with the bank and zero otherwise.  $X_{ijt}$  includes firm characteristics (total assets, employees, corporation(0/1), tangible assets/total assets, ebit/total assets, leverage) and  $\gamma_t$  are year-quarter fixed effects. Standard errors are clustered at the firm level.

In order to compare the bargaining behavior of firms with and without lending relationship before and after the start of the financial crisis, it is important to verify whether these two groups behave similarly in the before period. In addition to the visual comparison of the trends in Figure 6, Online Appendix B compares treated and control firms before and after the start of the crisis and Online Appendix C includes the results of two formal parallel trend tests, confirming that both groups behave similarly in the before period.

Table IX presents estimation the results. The results in column (1) and (2) show that on average, firms without lending relationship negotiate 2.5 days longer than firms with a lending relationship. This difference increases significantly after the start of the financial crisis. Firm without lending relationship negotiate more than 2 days longer. Compared with the average negotiation time of 9.3 days, this is an increase in the negotiation time of 25 percent. One concern in this set up is that the composition of the two groups changes over time.<sup>20</sup> It is therefore important to control for changes in the composition of the group of firms with and without

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<sup>20</sup> Firms without lending relationship that successfully negotiate a new line of credit, become a lending relationship of the bank afterwards. Therefore, it is not possible to observe the same firm more than once in the group “no lending relationship” and follow the same firm in the treated group before and after treatment.

lending relationships over time.<sup>21</sup> The results in column (3) and (4) show that the results are not driven by the changes in the composition of the firms and their credit demand in the two groups.

### 5.3. Loan officer discretion

One concern is that a loan officer knows in advanced that a specific firm will negotiate, sets a higher offer, in order to end up at his preferred price after the negotiation. In this section, I analyze a subset of credit line offers in which the credit line offer is identical to the “advice price” of the pricing model of the bank. The pricing model calculates, based on the credit rating and terms of the credit line contract an advice price. This advice price is only based on hard information and loan officer could not influence the advice price. In order to test whether anticipation of loan officers on negotiations drive our results, the paper constructs the measure *discretion*. *Discretion* is the difference between the first offer all-in spread and the first offer advice interest spread. If this measure equals 0, the loan officer perfectly follows the pricing model of the bank. The peak in the distribution shows that often loan officer follow the pricing model. If loan officer anticipate on negotiations, loan officers should use positive discretion (make a higher offer than the pricing model) and make concession during the negotiation to end up at their preferred price. Table X includes in column (1) our *discretion* measure. The results show that *discretion* negatively predicts ex post credit line use. This evidence suggests that offers in which loan officers use positive discretion perform better than similar offers in which the loan officer follows the pricing model. This suggests that discretion is not driven by superior (soft) information of the loan officer about the creditworthiness of the firm (resulting in a positive relationship between discretion and ex post behavior). Loan officers potentially use positive discretion if firm has limited bargaining power and negative discretion if firm have a strong bargaining position, even though the firms have the same creditworthiness. Our main variable of interest, the negotiation time still predicts ex post credit line use. In order to rule out that the results are affect by loan officer discretion, columns 2-5 use the subset of negotiations in which the loan officers use limited discretion. The results show that discretion does not drive the result that negotiation time predicts ex post behavior.

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<sup>21</sup> Online appendix C compares firms with and without lending relationship in the before and after period.

[Table X about here]

#### 5.4. Loan officer mistakes

A natural alternative explanation for the main results is loan officer mistakes. A loan officer could, by mistake, put a 200 basis points credit spread on the first offer, while the creditworthiness of the firm could justify a credit spread of 150 basis points. If the loan officer finds out the mistake and corrects the offer it is possible to incorrectly interpret this credit term change as a negotiation initiated by the firm. Since the first offer put the firm in a too high risk category, it is clear that this firm is of a better quality than the average firm in the 200 basis point credit spread bucket. To test whether the results presented above are driven by loan officer mistakes, the paper exploits a feature of the lending software which requires the loan officers to record whether the proposal was rejected by the customer or required corrections due to a mistake. The corrections include correction in material terms of the offer, but also spelling mistakes.<sup>22</sup> The paper constructs the variable *Rejection by client* which takes the value of 1 if the firm rejects the first offer of the bank, and 0 otherwise.<sup>23</sup> The dummy variable *Correction* takes the value of 1 if the credit offer has been corrected by the loan officer, and 0 otherwise. Instead of comparing lines of credit accepted with and without credit term changes, I now compare firms who rejected the first offer with firms who did not reject the first offer. Table XI presents the results and shows that firms with identical first credit line offer, but rejected the first offer of the bank, use their lines of credit 7 percentage points less. The results show that actual firm bargaining behavior predicts ex post credit line use. In contrast, loan officer mistakes should not be informative. Columns (3) and (4) test this prediction by including *correction* in the specification. The results show that corrections do not predict ex post credit line use. This robustness check shows that our results are not driven by loan officer mistakes, but by the actual bargaining behavior of the firms.

[Table XI about here]

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<sup>22</sup> The lending software saves this information, but the information is not used by the loan officer's supervisor in evaluations. Loan officers have no incentives to manipulate.

<sup>23</sup> The loan officer not only specifies that the firm rejected the first offer, but also has to specify whether the firm rejects the offer because of the collateral requirements, the specifications of the facilities or the pricing. The variable *Rejection by client* includes rejections for all three reasons.

### 5.5. *The magnitude of adjustments and ex post performance*

The analysis above measured adjustments with the discrete measure, *all-in spread decrease*. Table II, however, shows that the magnitude of the adjustments varies across negotiations. Some firms negotiate a 25 basis points lower interest spread, while others a 75 basis points decrease. In this section, I test whether larger adjustments also predict a lower credit line use. I firstly estimates (1) with  $\Delta$  *all-in spread* as main independent variable. Column (1) of Table XII shows that a 25 basis point decrease in the all-in spread predicts a 2.2 percent decrease in credit line use. In specification (2) the paper uses 4 dummy variables for a -25, -50, -75 and <-75 basis point all-in spread change. The results in column (2) show that a 25 all-in spread decrease is associated with lower credit line use of 9.2 percentage points, while a -75 basis points decrease is associated with a 14.5 percentage point lower credit line use. However, an all-in spread decrease of 75 basis points or larger only predicts a 7.2 percentage point lower credit line use. This suggest that larger adjustments predict a lower credit line use of the firm after origination, but this effect is smaller for large adjustments, which might be the result of a winner's curse problem. In column (3) the paper includes the changes in the individual credit terms in the specification. In magnitude, the interest spread and facility fee changes have the strongest impact on the future credit line use. Upfront fee changes have statically the strongest predictive power.

[Table XII about here]

## 6. Conclusion

The terms of financial contracts are often negotiated. However, little is known about the use of negotiating as a screening mechanism, because accurate data on the negotiation process have typically not been available. In this paper, I have proposed and tested a model of credit negotiations between banks and firms. The model shows that price negotiations allow banks to screen out firms by making sequential credit offers over the course of the negotiation. The model generates empirical predictions, which I test using a unique dataset on credit line negotiations between small firms and a large commercial bank, including both rejected and accepted offers and the ex post performance of these lines of credit.

The empirical analysis provides information on how a credit term dynamically changes throughout the duration of the negotiation. I document a substantial cross-sectional variation in the length of the negotiation, even after taking into account observable differences across firms and loan officers. Consistent with the screening hypothesis, firms that negotiate longer are more likely to negotiate interest rate and fee adjustments. When comparing firms that received offers with identical terms, one can notice that firms signing the offer immediately use their line of credit and default more than late signers. Late signers are more likely to negotiate interest and fee adjustments and, in turn, these adjustments predict better ex post performance. The results show that bargaining could reveal information about the firm's unobserved creditworthiness. Banks could use negotiating as a screening device if standard screening instruments such as collateral are unavailable, too costly to monitor or used to hedge default risk.

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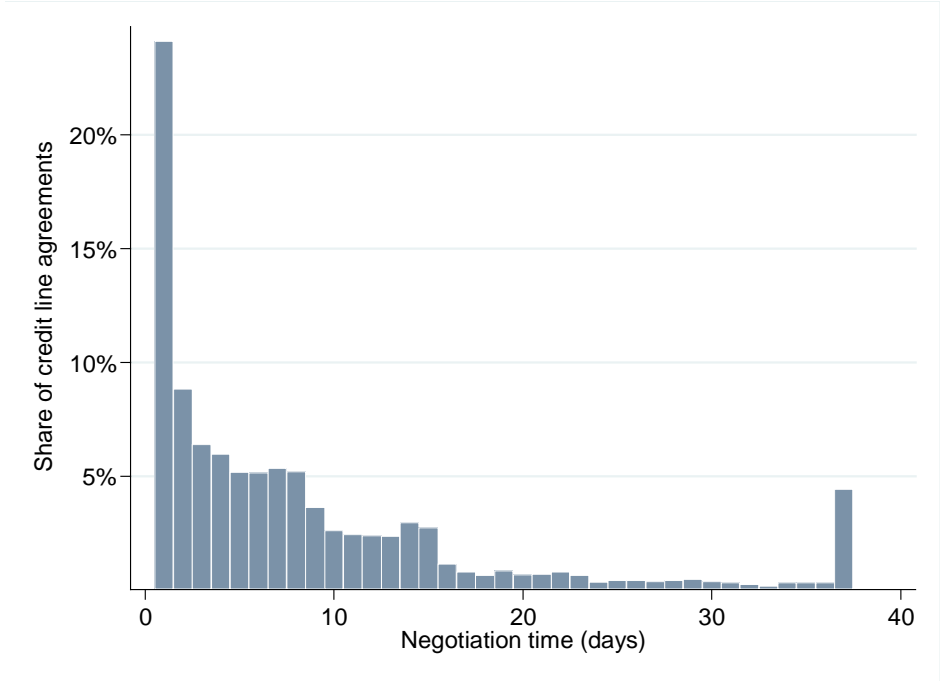
### Figure 1. An example of a credit line negotiation

Figure 1 is an example of a negotiation of a new line of credit of 50 thousand euro. The bank made the first offer on September the 10<sup>th</sup> and the firm and the bank reached an agreement on September the 21<sup>st</sup>. For each credit term, the paper calculates the credit term changes, the difference between credit term  $i$  in the credit agreement and credit term  $i$  in the first offer.

	First offer	Credit agreement	Negotiation time
Date	10-09-2010	21-09-2010	11 days
Credit terms			Credit term changes
Credit line size (thousand euros)	50 000	50 000	0
Coverage ratio	0.80	0.80	0
Interest spread (bps)	125	125	0
Upfront fee (euros)	250	0	-250
Facility fee	0.25	0.25	0

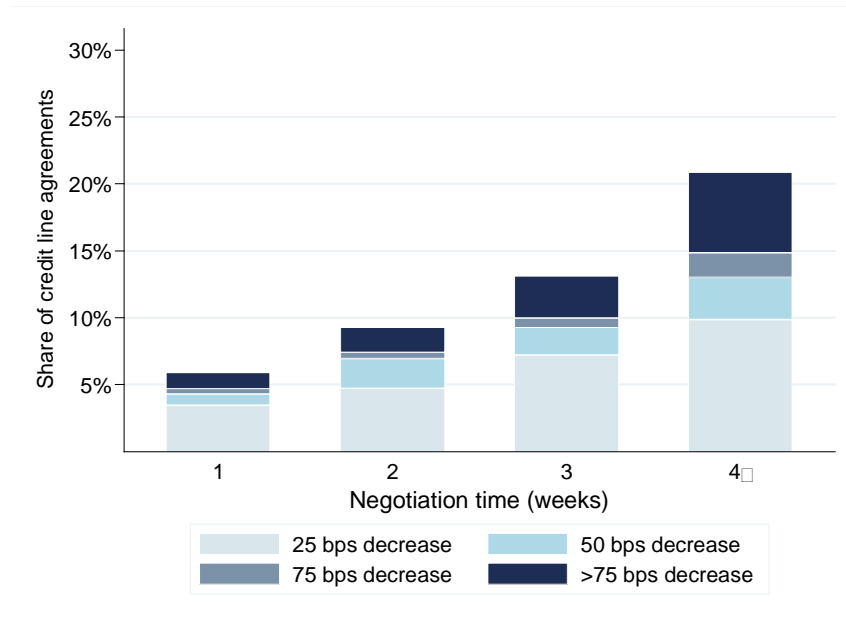
**Figure 2. Negotiation time**

Figure 2 presents the distribution of the negotiation time of the credit line negotiations. The *negotiation time* is the time between the first offer of the bank and the date of the credit agreement in days. The variable negotiation time is winsorized at a 5 percent level.



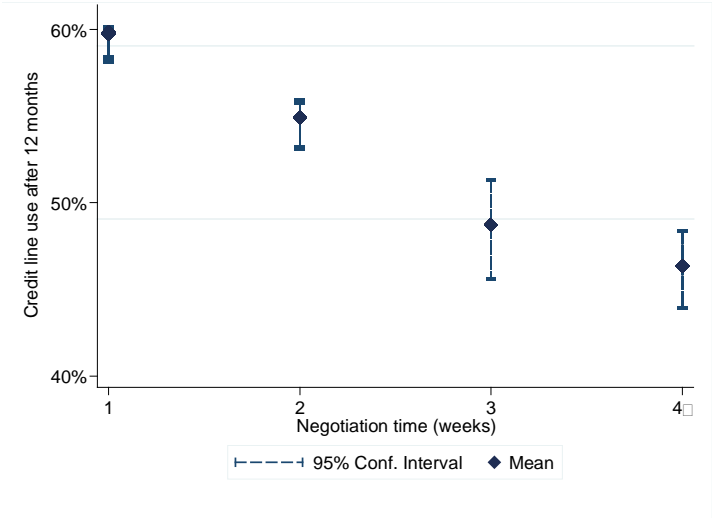
### Figure 3. Negotiation time and all-in spread changes

Figure 3 shows the share of credit line agreements accepted with all-in spread decrease for credit agreements reached within 1, 2, 3 and 4 or more weeks, differentiating between an all-in spread decrease of 25 [-12.5, -37.5], 50 [-37.5, -62.5], 75 [-62.5, -87.5], and more than 75 [ $\leq$  -87.5] basis points.



**Figure 4. Negotiation time and credit line use**

Figure 4 shows the average credit line use after 12 months after origination as a function of the negotiation time in weeks. The dotted lines indicate the 95% confidence intervals.



## Figure 5. Adjustments, credit line use and default

Figure 5.a presents the average credit line use per month after origination of firms accepting their credit line with an all-in spread and firms without an all-in spread decrease. Figure 4.b presents the average default rate per month after origination of firms accepting their credit line with all-in spread and firms without all-in decrease.

Figure 5.a. Credit line use

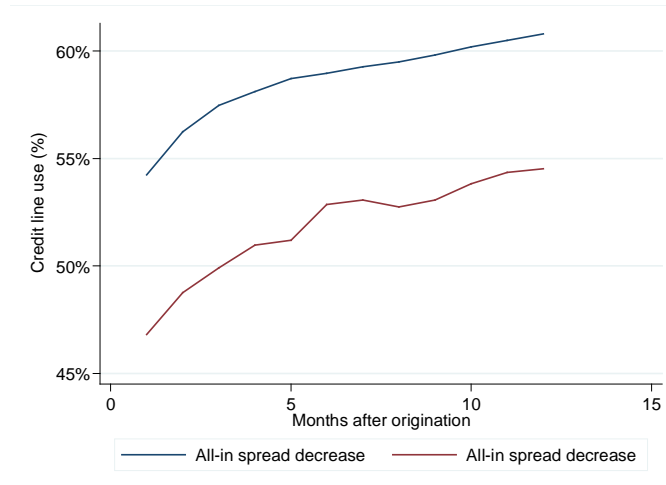
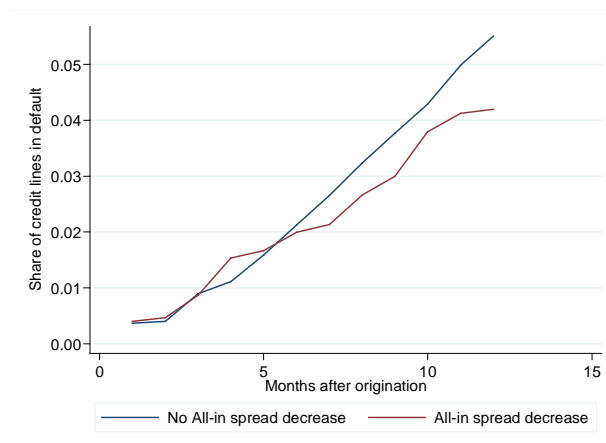
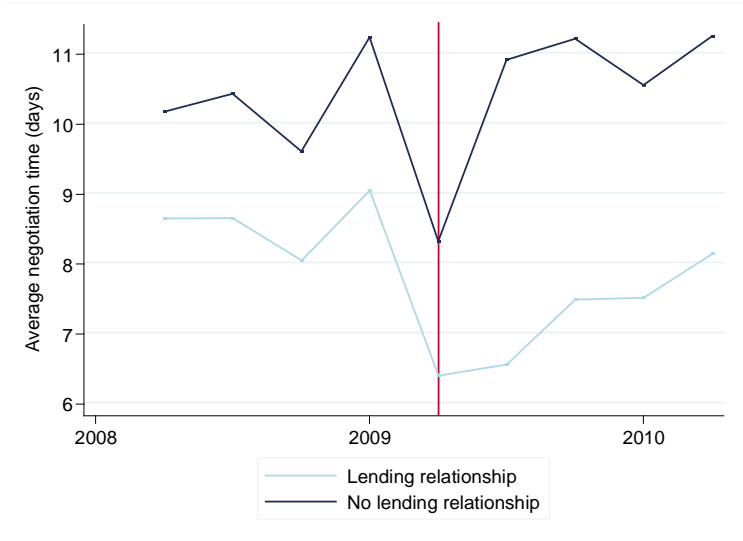


Figure 5.b. Defaults



**Figure 6. Negotiation time and lending relationships**

Figure 6 shows the average negotiation time per year-quarter for firms with and without lending relationship with the bank.



## Table I. Descriptive statistics

Table I presents the descriptive statistics (mean, median and standard deviation) of the credit line characteristics, firm characteristics, relationship characteristics, and the dependent variables of 16,717 credit line negotiations.

Variable	Mean	Median	Std. Dev.
<i>Credit line characteristics</i>			
First offer all-in spread (bps)	290.25	265.56	146.7
First offer interest spread (bps)	234.88	200	117.9
First offer facility fee (bps)	27.68	25	15.43
First offer upfront fee (bps)	114.04	62.5	276.86
<i>Non-price terms</i>			
First offer coverage ratio	0.8	0.8	0.44
First offer credit line size	120000	90000	97414.7
<i>Firm characteristics</i>			
Total assets	549.13	876.78	979.7
Number of employees (FTE)	5.73	10.58	10.53
Corporations (0/1)	0.42	0.49	0.49
Liquid assets / total assets (winsorized at 1%)	0.35	0.31	0.32
Debt / total assets (winsorized at 1%)	0.8	0.78	0.44
EBIT / total assets (winsorized at 1%)	0.3	0.13	0.60
Credit rating (2 = good, 6 = bad)	4.08	4.33	0.71
<i>Relationship characteristics</i>			
Lending relationship	0.61	1	0.49
Lending relationship with other banks	0.24	0	0.43
<i>Dependent variables</i>			
Credit line use (0-100)	60.23	73.78	41.81
Default (0-1)	0.05	0	0.23

## Table II. Negotiation summary statistics

Table II presents the summary statistics of the credit negotiations. The first column reports the share of the credit negotiations which are accepted with credit term changes. *Credit term changes* takes the values of one if credit term  $i$  is not equal to the credit term  $i$  of the first offer, and zero otherwise. *All credit terms* takes the value of 1 if one of the accepted credit terms is different from the first offer, and zero otherwise. The second column report the summary statistics of the variable *Credit term decrease*, which takes the value of 1 if the accepted term  $i$  is lower than the first offer. The third, fourth and fifth report the 25<sup>th</sup>, Median and 75<sup>th</sup> percentile of the credit term changes of credit term  $i$  between the accepted credit line contract and first offer, conditional on a change in credit term  $i$ .

### Panel A: Frequency and distribution of credit term changes

	Credit term changes	Credit term decrease	Distribution conditional on a change		
			P25th	Median	P75th
Individual credit terms			In bps:		
All-in spread	0.10	0.09	-50	-22	-10
Interest spread	0.03	0.03	-75	-40	-25
Facility fee	0.02	0.02	-25	-12.5	-12.5
Upfront fee	0.09	0.08	-100	-50	-25
			In percentage points:		
Credit line size	0.01	0	-17	14	29
Collateral pledged	0.01	0.01	-16	-1	10
All credit terms	0.13				

### Panel B: Setting of pricing and non-pricing terms in credit negotiations

	All	New lending relationships	Existing lending relationships
One credit term change	9.9	12.1	8.5
<i>Of which:</i> All-in spread decrease	0.0	9.7	7.4
More than 1 credit term changes	2.9	4.1	2.0
<i>Of which:</i> More than 1 price term decreases	1.2	1.9	0.9
Credit spread - fee trade-off	0.3	0.3	0.2
Collateral - pricing trade-off	0.5	0.7	0.3

### Panel C: Negotiation time

	Mean	SD	P25th	Median	P75th
Negotiation time (days)	9.3	12.3	2	5	12



### Table III. Characteristics of immediate and late signers

Table III compares the characteristics between immediate (below median negotiation time) and late signers (above median negotiation time). The median negotiation time is 5 days. The table reports the mean and median for the selected firm characteristics. The paper assesses the differences in means using the Student's t-test and the differences in medians using the Wilcoxon–Mann–Whitney test. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	Below median negotiation time		Above median negotiation time			
	Mean	Median	Mean	Median		
<i>Firm characteristics</i>						
Total assets	551.16	358	547.07	360		
Number of employees (FTE)	5.64	3	5.83	3	***	
Corporations (0/1)	0.41	0	0.43	0	***	***
Liquid assets / total assets (winsorized at 1%)	0.33	0.25	0.36	0.28	***	***
Debt / total assets (winsorized at 1%)	0.81	0.79	0.78	0.76	***	***
EBIT / total assets (winsorized at 1%)	0.29	0.13	0.30	0.13		
Credit rating (2 = good, 6 = bad)	4.11	4.33	4.05	4.33	***	***
<i>Relationship characteristics</i>						
Lending relationship	0.63	1	0.59	1	***	***
Lending relationship with other banks	0.24	0	0.24	0		

## Table IV. Negotiation time and credit line use

Table IV presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{Negotiation time}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the credit line of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Negotiation time}_{ijt}$  is the time between the first offer of the bank and the date at which the firm signs the credit agreement.  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)	(5)	(6)
Negotiation time	-0.327*** (0.0276)	-0.299*** (0.0405)	-0.300*** (0.0396)	-0.266*** (0.0390)	-0.254*** (0.0389)	-0.223*** (0.0428)
Year Quarter FE	YES	YES	YES	YES	YES	YES
First offer characteristics	YES					
Credit term package FE		YES	YES	YES	YES	YES
Credit rating dummies			YES	YES	YES	YES
Firm characteristics				YES	YES	YES
Relationships characteristics					YES	YES
Loan officer FE						YES
Observations	16,717	16,717	16,717	16,717	16,717	16,717
Adj. R-sq.	0.045	0.318	0.340	0.364	0.369	0.462

## Table V. All-in spread adjustments and credit line use

Table V presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{All-in spread decrease}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the credit line of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{all-in spread decrease}_{ijt}$  takes the value of one if the all-in spread decrease between the first offer and the credit agreement, and zero otherwise.  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
All-in spread decrease	-9.726*** (1.032)	-11.01*** (1.475)	-10.30*** (1.454)	-9.425*** (1.405)	-8.072*** (1.399)	-8.373*** (1.541)	
Interest spread decrease							-2.786 (3.488)
Facility fee decrease							-6.083 (4.195)
Upfront fee decrease							-6.121*** (2.011)
Year Quarter FE	YES	YES	YES	YES	YES	YES	YES
First offer characteristics	YES						
Credit term package FE		YES	YES	YES	YES	YES	YES
Credit rating dummies			YES	YES	YES	YES	YES
Firm characteristics				YES	YES	YES	YES
Relationships characteristics					YES	YES	YES
Loan officer FE						YES	YES
Adj. R-sq.	16,717	16,717	16,717	16,717	16,717	16,717	16,717
Observations	0.046	0.314	0.336	0.36	0.366	0.459	0.459

## Table VI. Credit line use and default over time

Table VI presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{Negotiation time}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the line of credit of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Negotiation time}_{ijt}$  is the time between the first offer of the bank and the date at which the firm signs the credit agreement.  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

### Panel A: Credit line use

	Negotiation time	All-in spread decrease
6 months since origination	-0.311*** (0.0370)	-9.362*** (1.657)
9	-0.315*** (0.0386)	-9.993*** (1.700)
12	-0.299*** (0.0405)	-8.380*** (1.782)
15	-0.278*** (0.0441)	-9.402*** (1.908)
18	-0.273*** (0.0462)	-7.793*** (2.042)

### Panel B: Default

	Negotiation time	All-in spread decrease
6 months since origination	-0.000117 (0.000111)	-0.00747 (0.00570)
9	-0.000332** (0.000139)	-0.0222*** (0.00683)
12	-0.000194 (0.000181)	-0.0207** (0.00859)
15	-0.000276 (0.000200)	-0.0353*** (0.00965)
18	-0.000339 (0.000217)	-0.0386*** (0.0107)

## Table VII. Lending relationships

Table VII presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{Negotiation time}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the line of credit of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Negotiation time}_{ijt}$  is the time between the first offer of the bank and the date at which the firm signs the credit agreement.  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

Panel A: Negotiation time	(1)	(2)	(3)
	No relationship	Relationship	Relationship
Negotiation time	-0.230*** (0.0643)	-0.303*** (0.0641)	-0.163*** (0.0561)
Credit line use(t-1)			0.143*** (0.0277)
Average credit line use last 6 months			0.327*** (0.0328)
Year Quarter FE	YES	YES	YES
Credit term package FE	YES	YES	YES
Observations	3,907	6,254	6,254
Adj. R-sq.	0.338	0.364	0.475
<hr/>			
Panel B: Adjustments	(1)	(2)	(3)
	No relationship	Relationship	Relationship
All-in spread decrease	-7.404** (3.201)	-8.264*** (2.434)	-4.067* (2.205)
Credit line use(t-1)			0.143*** (0.0275)
Average credit line use last 6 months			0.328*** (0.0327)
Year Quarter FE	YES	YES	YES
Credit term package FE	YES	YES	YES
Observations	3,913	6,272	6,272
Adj. R-sq.	0.335	0.360	0.473

## Table VIII. Determinants of the negation time

Table VIII presents the estimation results of the following regression:

$$\text{Negotiation time}_{ijt} = \beta_1 X_{ijt} + \varepsilon_{ijt}$$

where  $\text{Negotiation time}_{ijt}$  is time between the first offer of the bank and the data at which the firm and the bank reach an agreement and  $X_{ijt}$  is a vector of covariates. Control variables include industry fixed effects, deal purpose fixed effects (real estate, working capital, corporate investment), first offer characteristics (interest spread, credit fee, upfront fee, credit line size and coverage ratio) and loan officer fixed effects. Standard errors are clustered at the firm level.

	(1)	(2)	(3)	(4)
Ln Total assets	0.411*** (0.107)	0.482*** (0.129)	0.507*** (0.130)	0.426*** (0.141)
Liquid assets	1.747*** (0.354)	1.971*** (0.431)	1.966*** (0.430)	2.084*** (0.482)
Leverage	-0.743*** (0.226)	-0.577** (0.232)	-0.578** (0.231)	-0.621** (0.246)
Profitability	-0.196 (0.191)	-0.434** (0.205)	-0.436** (0.205)	-0.429** (0.213)
Lending relationship	-2.906*** (0.230)	-2.545*** (0.250)	-2.533*** (0.251)	-2.499*** (0.270)
Lending relationship with other banks	0.328 (0.239)	0.327 (0.239)	0.321 (0.239)	0.484* (0.253)
<i>Market conditions</i>				
GDP Growth			-0.0491 (0.0627)	-0.0329 (0.0649)
Tightening credit standards			-1.646*** (0.575)	-1.741*** (0.594)
Competition from other banks			0.825*** (0.261)	0.662** (0.281)
Industry FE		YES	YES	YES
Deal purpose FE		YES	YES	YES
First offer characteristics		YES	YES	YES
Loan officer FE				YES
Observations	16,617	16,617	16,617	16,617
R-squared	0.018	0.024	0.025	0.126

## Table IX. Negotiation time before and after the start of the financial crisis

Table IX presents the estimation results of the following regression:

$$\text{Negotiation time}_{ijt} = \beta_1 \cdot \text{Post}_t \times \text{Treated}_{ijt} + \beta_2 X_{ijt} + \gamma_t + \varepsilon_{ijt}$$

where  $\text{Negotiation time}_{ijt}$  is time between the first offer of the bank and the data at which the firm and the bank reach an agreement.  $\text{Post}_t$  takes the value of one if the bank and the firm negotiate about the terms of the line of credit after 2009:Q1, and zero otherwise, and  $\text{Treated}_{ijt}$  takes the value of one if the firm has no existing lending relationship with the bank and zero otherwise.  $X_{ijt}$  includes firm characteristics and  $\gamma_t$  are year-quarter fixed effects. Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)
Treated	2.385*** (0.348)	2.195*** (0.358)	1.940*** (0.387)	1.946*** (0.395)
Treated x after	2.289*** (0.593)	2.269*** (0.594)	2.094*** (0.597)	2.194*** (0.631)
Year-Quarter FE	YES	YES	YES	
Firm characteristics		YES	YES	YES
Industry FE			YES	YES
Deal purpose FE			YES	YES
First offer characteristics			YES	YES
Industry Year-Quarter FE				YES
Observations	9,430	9,430	9,430	9,430
R-squared	0.026	0.030	0.040	0.053

## Table X. Loan officer discretion

Table X presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{Negotiation time}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the line of credit of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Negotiation time}_{ijt}$  is the time between the first offer of the bank and the date at which the firm signs the credit agreement.  $\text{Discretion}_{ijt}$  is the difference between the first offer all-in spread and the first offer advice all-in spread (in bps).  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)	(5)
Discretion	Full	<400	<100	<50	<25
Negotiation time	-0.301*** (0.0404)	-0.297*** (0.0404)	-0.315*** (0.0486)	-0.324*** (0.0622)	-0.321*** (0.0828)
Discretion (bps)	-0.0207*** (0.00356)	-0.0790*** (0.00624)	-0.148*** (0.0150)	-0.166*** (0.0371)	-0.107 (0.112)
Year Quarter FE	YES	YES	YES	YES	YES
Credit term package FE	YES	YES	YES	YES	YES
Observations	16,717	10,945	7,227	4,149	2,383
Adj. R-sq.	0.324	0.337	0.360	0.392	0.428



## Table XI. Loan officer mistakes

Table XI presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \text{Rejected by client}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

where  $\text{Credit line use}_{ijt+12}$  is the credit line use twelve months after the credit line origination of the line of credit of firm  $i$  negotiated by loan officer  $j$  at time  $t$ .  $\text{Rejected by client}_{ijt}$  takes the value of 1 if the firm rejects the first offer of the bank, and 0 otherwise.  $\text{Correction}_{ijt}$  takes the value of 1 if the credit offer has been corrected by the loan officer, and 0 otherwise.  $\text{Credit term package FE}$  are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)
Rejected by client	-6.400*** (1.126)	-5.462*** (1.254)	-6.268*** (1.127)	-5.363*** (1.256)
Correction			-1.932* (1.068)	-1.640 (1.180)
Year Quarter FE	YES	YES	YES	YES
Credit term package FE	YES	YES	YES	YES
Credit rating dummies	YES	YES	YES	YES
Firm characteristics	YES	YES	YES	YES
Relationships characteristics	YES	YES	YES	YES
Loan officer FE		YES		YES
Observations	16,717	16,717	16,717	16,717
Adj. R-sq.	0.367	0.460	0.367	0.460

## Table XII. Adjustments

Table XII presents the estimation results of the following regression:

$$\text{Credit line use}_{ijt+12} = \beta_1 \cdot \Delta \text{All-in interest spread}_{ijt} + \gamma \cdot \text{Credit term package FE}_i + \gamma_t + \gamma_j + \varepsilon_{ijt}$$

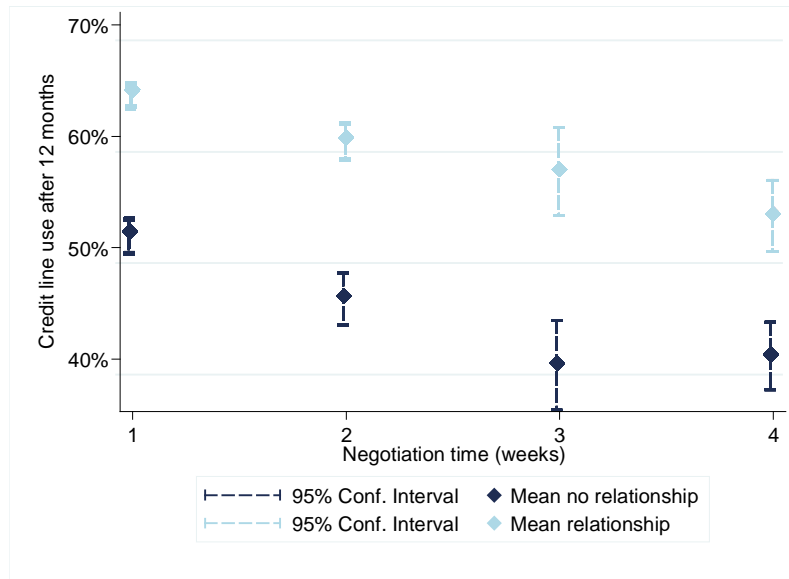
where *Credit line use*<sub>ijt+12</sub> is the credit line use twelve months after the credit line origination of the credit line of firm i negotiated by loan officer j at time t.  $\Delta \text{all-in interest spread}_{ijt}$  is the difference between agreed and first offer all-in credit spread. *Credit term package FE* are a set of dummy variables for each unique combination of credit line size, collateral requirements, interest spread and fees. In addition, the specification includes year-quarter fixed effects  $\gamma_t$  and loan officer fixed effects  $\gamma_j$ . Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)
$\Delta$ all-in spread	0.108*** (0.0254)		
-25 bps		-11.81*** (2.070)	
-50 bps		-8.729** (4.039)	
-75 bps		-9.972** (5.036)	
<-75 bps		-16.78*** (4.602)	
$\Delta$ interest spread			0.0458 (0.0412)
$\Delta$ credit fee			0.494*** (0.145)
$\Delta$ upfront fee			0.0336** (0.0170)
$\Delta$ credit line size			0.138* (0.0725)
$\Delta$ coverage ratio			-0.433 (12.20)
Year Quarter FE	YES	YES	YES
Credit term package FE	YES	YES	YES
Observations	16,645	16,645	16,645
Adj. R-sq.	0.338	0.341	0.339

Online Appendix for  
“Bargaining with a Bank”

## Online Appendix A. Credit line use, negotiation outcomes and lending relationships

Online Appendix A shows the average credit line use after 12 months after origination as a function of the negotiation time in weeks for firm with and without existing lending relationship. The dotted lines indicate the 95% confidence intervals.



### Online Appendix B. DID Analysis descriptive statistics

Online Appendix B presents the descriptive statistics (mean) of the firm characteristics of firms with and without lending relationship with the bank before and after the start of the financial crisis. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	Before		After		$\Delta$ Before	DID
	No lending relationship	Lending relationship	No lending relationship	Lending relationship		
Total assets	374.29	561.50	464.47	620.81	187.21 **	-30.87
Number of employees (FTE)	5.06	5.95	5.33	5.64	0.89 ***	-0.58
Corporations (0/1)	0.47	0.37	0.42	0.36	-0.10 ***	0.03
Asset tangibility (winsorized at 1%)	0.36	0.50	0.39	0.55	0.14 ***	0.02 *
EBIT / total assets (winsorized at 1%)	0.47	0.24	0.53	0.22	-0.23 ***	-0.08 ***
Debt / total assets (winsorized at 1%)	0.72	0.84	0.69	0.85	0.12 ***	0.04 **
Credit rating (2 = good, 6 = bad)	4.07	4.03	3.89	4.00	-0.04 **	0.15 ***
Observations	1957	3489	1399	2612		

## Online Appendix C. Parallel trend tests

Online Appendix C presents the estimation results of the following regression:

$$\text{Negotiation time}_{ijt} = \beta_1 \cdot \text{Post}_t \times \text{Treated}_{ijt} + \beta_2 X_{ijt} + \gamma_t + \varepsilon_{ijt}$$

where  $\text{Negotiation time}_{ijt}$  is time between the first offer of the bank and the data at which the firm and the bank reach an agreement.  $\text{Post}_t$  takes the value of one if the bank and the firm negotiate about the terms of the credit line after 2009:Q1, and zero otherwise, and  $\text{Treated}_{ijt}$  takes the value of one if the firm has no existing lending relationship with the bank and zero otherwise.  $X_{ijt}$  includes firm characteristics and  $\gamma_t$  are year-quarter fixed effects. Standard errors are robust and clustered at the firm level. \*, \*\*, and \*\*\* indicate statistical significance at the 10%, 5%, and 1% level respectively.

	(1)	(2)	(3)	(4)
Treated	2.207*** (0.347)	2.286*** (0.685)	1,262 (1,451)	2,462 (2,213)
Treated x after	2.149*** (0.519)	2.242** (0.879)	2.860*** (0.970)	2.752*** (0.991)
Treated x after 2008:Q1		0.116 (0.936)		0.238 (0.942)
Treated x after 2008:Q2		-0.517 (0.980)		-0.395 (0.986)
Treated x after 2008:Q3		0.443 (1.356)		0.563 (1.360)
Treated x after 2008:Q4		-0.214 (1.380)		0.643 (1.581)
Treated x time trend			YES	YES
Year-Quarter FE	YES	YES	YES	YES
Firm characteristics	YES	YES	YES	YES
Observations	9,429	9,429	9,429	9,429
R-squared	0.033	0.033	0.033	0.033

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