

# Robust Security Design

## Abstract

We consider the optimal contract between an entrepreneur and investors in a single-period moral hazard model when both parties have limited liability, are risk-neutral toward cash flow risk, and are ambiguity-averse. Ambiguity aversion is modeled by multiplier preferences for robustness toward model uncertainty, as in Hansen and Sargent (2001). Efficient ambiguity-sharing implies that the first-best contract consists of either convertible debt or levered equity. As is customary, in the second-best contract, moral hazard is alleviated by giving more cash to investors in low cash flow states. Under many settings in our model, the optimal security has an equity-like component in high cash flow states, providing a contrast to the results in Innes (1990). Finally, if the two parties can acquire information about cash flows after effort is put in and can then renegotiate the contract, the optimal initial contract is risky debt. At the next stage, it is renegotiated to either convertible debt or levered equity.

*Uncertainty is one of the fundamental facts of life. It is as ineradicable from business decisions as from those in any other field.*

—Frank H. Knight (1921), Part III, Chapter XII.

## 1 Introduction

Startup firms face uncertain futures. To be successful, a startup firm must provide consumers with a new product or service. It is difficult to predict many of the factors that affect the cash flows to the new firm. These factors may be external (the degree to which consumers will like the new product, the response by rival firms currently in the market, the possibility of future disruptive technological change) or internal (the ability to execute on a strategic plan and to manage growth) to the startup firm. The firm therefore faces uncertainty in the sense of Knight (1921)—an inability to quantify the probabilities over different future outcomes.<sup>1</sup> Indeed, according to Knight, profit is a reward to an entrepreneur for bearing uncertainty.

As the Ellsberg (1961) paradox demonstrates, individuals are averse to uncertainty, preferring gambles with known probabilities to those with unknown probabilities. Gilboa and Schmeidler (1989) resolve the Ellsberg paradox by postulating a multiple priors model. A subject does not have enough information to form a prior belief; rather, she has in mind a set of prior distributions and believes that any one of them may be the true prior. Further, she is averse to this ambiguity, and evaluates a gamble according to the minimal expected utility over all priors in this set. Hansen and Sargent (2001) extend the maxmin expected utility notion of Gilboa and Schmeidler by adding on a penalty function for evaluating gambles according to different distributions, based on the distance of a distribution from some reference measure. The interpretation is that the agent understands that her reference model may be misspecified, and wishes to make a decision that is robust to an error in specifying the model.

In this paper, we consider the implications of ambiguity-aversion on the part of both an entrepreneur and investors for security design. We build upon the model of Innes (1990). The entrepreneur has a project for which he needs to raise external financing. After the investment, the entrepreneur takes a costly action that affects the distribution of future cash flows from the project. Both parties are risk-neutral; that is, for both parties, the value of a gamble with known probabilities is equal to the expected cash flow from the gamble. In addition, both have limited liability. However, both are ambiguity-averse. We adopt the approach to ambiguity aversion of

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<sup>1</sup>In contrast, outcomes with known probabilities are termed “risky” rather than “uncertain.”

Hansen and Sargent (2001). The investors and the entrepreneur in our model are concerned about model misspecification, and are averse to this prospect.

In the Innes (1990) model, if incentive compatibility binds, the optimal security gives all cash to investors in low cash flow states and all cash to the entrepreneur in high states. If the security is required to have non-decreasing payments, the optimal security is a debt contract, leaving all cash to the investors in low states and a fixed payment to them in high states. The model is both elegant and simple.

However, most venture capital contracts do not conform to its stark predictions. Indeed, Gompers and Lerner (2001) define venture capital in terms of its “focus on equity or equity-linked investments” in private high-growth firms. Kaplan and Strömberg (2003) report that, in *all* of the 213 deals in their sample, venture capitalists retain substantial cash flow rights in high states of the world. The most common form of security in their sample is convertible preferred stock, with the investor having the option to convert to common stock in case of an exit (such as an IPO or an acquisition by another firm). The few deals that do not include any convertible security include common stock as one of the securities issued to investors. There is, therefore, a substantial gap between the results of the Innes model and actual securities used in venture capital transactions.

As Schmidt (2003) and Hellmann (2006) show, double moral hazard (i.e., moral hazard on the part of both entrepreneur and investors) leads to the use of convertible securities in venture capital settings. We provide a different explanation for the existence of convertible features—ambiguity aversion on both sides. Our main insight is that ambiguity-aversion generates gains to trade from ambiguity-sharing, which generally necessitates the presence of equity-like features in the optimal security.

We begin by considering the static security design problem, as in Innes (1990). We then consider the implications of new information about the firm being available after the initial financing has been obtained and the firm has begun operations. We show that in our setting additional information, which reduces the amount of uncertainty, amplifies gains to trade from renegotiating the initial security. We then solve the security design problem with renegotiation, and obtain a contract similar to convertible debt as the optimal security.

Consider the static case, and suppose the entrepreneur’s effort is directly contractible. In this case, the optimal security involves sharing cash flow proportionally between the investors and the entrepreneur in high cash flow states. Thus, the optimal security directly has an equity component. Depending on how cash flows are split up in low states of the world, it is interpretable as either

convertible debt or levered equity, with unlevered equity arising in a knife-edge case.

When effort is not contractible, the contract must induce an incentive compatible action from the entrepreneur. Compared to the security in the first-best contract, this requires the investors to obtain more cash in low cash flow states. We demonstrate the conditions that must be satisfied by the optimal contract (which consists of a security issued to investors and the level of effort to be undertaken by the entrepreneur), and generate a number of numerical examples to understand the features of the security and the comparative statics of the problem.

We find that the division of cash flow in high cash flow states depends on the degree of ambiguity aversion of both investors and entrepreneur. First, suppose that the entrepreneur has high ambiguity-aversion. The security is not linear in this case due to the binding incentive compatibility constraint, but has an equity-like feature to the extent that the payment increases in the cash flow from the project.<sup>2</sup> As investors become less ambiguity-averse, they have a greater preference (relative to the entrepreneur) for receiving cash in high states, which increases the slope of the optimal security. Next, suppose the entrepreneur has low ambiguity-aversion. Relative to the investors, the entrepreneur prefers to receive cash in high states. In addition solving the incentive problem requires withholding cash from the entrepreneur in low states. These two factors reinforce each other, so the security held by the investors can have a non-monotonic payment, with regions in which its payment decreases as the project cash flow increases.

Now, suppose that, in addition, the investors and the entrepreneur are only willing to hold claims whose payments are non-decreasing in the project cash flow. Then, when the entrepreneur is not too ambiguity-averse, the optimal security is debt (recovering the Innes result) if investors are extremely ambiguity-averse. If investors too are not very ambiguity-averse, the optimal security is convertible debt, with conversion feasible only sufficiently high states.

Overall, in the static model, we find that debt emerges as the optimal security only if the entrepreneur has a low degree of ambiguity aversion and the investors are significantly more ambiguity-averse. In all other settings, the security offers some payment to the investors in high cash flow states, which is interpretable as an equity component. Further, when the entrepreneur is sufficiently ambiguity-averse, the security offers non-decreasing payments without requiring that feature to be imposed, and has a strong resemblance to equity.

We adopt the Hansen and Sargent (2001) approach to modeling ambiguity aversion, specifically

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<sup>2</sup>Convertible securities in the venture capital setting often have complicated liquidation preferences that can create non-linearities in their payments; see Kaplan and Strömberg (2003).

using what they term “multiplier preferences,” to capture the notion that the agent cares about robustness toward model misspecification. This approach embeds the Gilboa and Schmeidler (1989) maxmin approach to ambiguity aversion in a tractable setting in which an additional parameter describes the degree of aversion the agent has toward model uncertainty. An alternative would be to model the degree of ambiguity aversion using the smooth ambiguity aversion approach of Klibanoff et al. (2005); we find the Hansen and Sargent approach more tractable in our setting. Maccheroni et al. (2006) provide an axiomatization of variational preferences (a broader set), and Strzalecki (2011) extends the axiomatization to multiplier preferences.

Hansen and Sargent (2001) show that multiplier preferences are closely related to constraint preferences. The multiplier (i.e., the parameter which captures the degree of ambiguity aversion) in the former case is interpretable as the shadow cost of the information constraint in the latter. This shadow cost, in turn, must depend on the amount of information available to the decision-maker. Information about the cash flows of a small firm improves over time, which will then imply decreasing shadow costs for information. This motivates us to consider renegotiation of the financial contract when ambiguity aversion reduces over time.

Suppose that after the entrepreneur chooses effort, but before the firm’s cash flow is realized, both parties acquire some information about future cash flows. As we show, in our model, the amount of uncertainty faced by the contracting parties decreases. In the Hansen and Sargent (2001) approach, the latter is equivalent to a reduction in the degree of ambiguity aversion for each party. As in Hermalin and Katz (1991) and Dewatripont et al. (2003), we further assume that the investor observes the chosen level of effort. Then, the crucial aspect of renegotiation is that it separates the incentive and insurance problems. Initially, the entrepreneur offers a debt contract, which makes the entrepreneur the residual claimant, and so provides strong incentives to provide effort. After the effort is observed, the parties renegotiate this debt contract to an efficient ambiguity-sharing contract. Importantly, in our framework, this contract is *linear*: Renegotiation eliminates non-linear components in the second-best contract, because incentive compatibility is no longer an issue at the renegotiation. We demonstrate an example in which the initial debt contract is renegotiated to levered equity when the investor is relatively less ambiguity-averse than the entrepreneur at the renegotiation stage. Putting the two stages together, therefore, the overall contract may be thought of as convertible debt.<sup>3</sup> Empirically, in Series B and later rounds of

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<sup>3</sup>Cornelli and Yosha (2003), in a model in which the entrepreneur can engage in window dressing, show that convertible debt at date 0 can produce the same outcome as is obtained with renegotiation.

venture financing, the contract at that stage is often simple equity.<sup>4</sup>

In our model, the entrepreneur and the investors are both ambiguity-averse, which yields gains to trade from ambiguity-sharing. In the venture capital context, venture capitalists are often thought to have a better knowledge of the industry whereas an entrepreneur may know more about their own firm's technology. Thus, it is reasonable to think of both investors and entrepreneur as facing model uncertainty.<sup>5</sup> Miao and Rivera (2016) and Szydlowski (2012), study robust contracts in continuous time, assuming that the principal alone (but not the agent) faces uncertainty. In Miao and Rivera (2016), the principal does not know the output distribution chosen by the agent, but the agent does. They determine the optimal dynamic contract and exhibit an implementation featuring cash, debt, and equity. Szydlowski (2012) models a cost of effort for the agent that changes over time. The agent naturally knows his own effort cost, but the principal is uncertain about it. Ambiguity leads to excessive compensation following a high performance, and under-compensation following a low performance.

Bewley (1989) builds a theory of innovation and entrepreneurship based on uncertainty aversion. In his model, entrepreneurship is undertaken by individual investors with low levels of uncertainty aversion. In our model, the entrepreneur and investors are distinct entities. Arguably, in the venture capital arena, uncertainty aversion is low (relative to the population) among both investors and founders.

In a related paper, Malenko and Tsoy (2018) investigate optimal security design by a perfectly informed (and therefore ambiguity-neutral) issuer when the investor faces Knightian uncertainty about the firm's cash flow distribution. In their framework, the equilibrium security depends on both the issuer's private information and the degree of uncertainty faced by the investor. They find that debt, equity, or call options can emerge as the optimal security. As the issuer is ambiguity-neutral and the investor ambiguity-averse, ambiguity-sharing in their paper takes on a different form as compared to our model with smooth preferences toward uncertainty. A more important distinction is the presence of private information for the issuer in their model. In contrast, we work with a model in which information is symmetric but there can be moral hazard on the part of the entrepreneur.

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<sup>4</sup>See, for example, <https://www.wsgr.com/publications/PDFSearch/entreport/Q42017/private-company-financing-trends.htm>, which shows that the use of non-participating equity in such rounds is widely prevalent and has increased over time.

<sup>5</sup>There is, of course, a distinction between whether an agent faces model uncertainty and whether the agent is averse to that uncertainty. The latter is a preference characteristic, and an agent may well be ambiguity-neutral despite facing a high degree of uncertainty.

In many settings in our context, the optimal security has equity-like features. As mentioned earlier, Schmidt (2003) and Hellmann (2006) explain these features in venture capital contracts on the basis of double moral hazard. Convertible debt also emerges if the entrepreneur is risk-averse and contracts can be renegotiated (Dewatripont et al. (2003)) or if the investor is risk-averse and the entrepreneur can engage in risk-shifting (Ozerturk (2008)). Stein (1992) takes a different approach to the use of convertible debt by large firms. In his model, convertible debt is a form of backdoor equity financing, to avoid the usual adverse selection discount to equity. Ortner and Schmalz (2018) consider an optimistic entrepreneur issuing a security to an investor who is more pessimistic, and show that convertible debt can emerge when the project has an embedded expansion option. We note that ambiguity aversion may be thought of as a micro-foundation for belief disagreement. To the extent that agents have different degrees of ambiguity aversion, they are effectively evaluating outcomes under different probability distributions.

Our paper adds to the recent literature on the ambiguity aversion in corporate finance settings. For example, in the model of Dicks and Fulghieri (2015), ambiguity-aversion leads to endogenous disagreement between firm insiders and external shareholders, thus creating a motive for governance. Relatedly, Garlappi et al. (2015) show that, in settings such as corporate boards, the group in the aggregate can act like an ambiguity-averse decision-maker. Ambiguity-aversion also explains innovation and merger waves, by generating a strategic complementarity in investment in innovative projects (Dicks and Fulghieri (2016)).

The rest of this paper is organized as follows. We provide a brief introduction to the Hansen and Sargent (2001) multiplier preferences approach in Section 2. The model is introduced in Section 3, and the first-best contract is described. The solution to the full contracting problem is exhibited in Section 3.2, with and without a monotonicity requirement on security payments. The solution to the optimal contracting with ex-post renegotiation is presented in Section 4. Section 5 concludes.

## 2 Multiplier Preferences and Ambiguity Aversion

In this section, we briefly review multiplier preferences, which were introduced by Hansen and Sargent (2001) to capture model uncertainty; that is, the notion that a decision-maker does not know the true probability distribution of events, and is averse to model misspecification.

Consider a set of states (events)  $X$ . We define a payoff profile  $r : X \mapsto Z$ , where  $Z$  is a set of consequences, and a Bernoulli utility function  $u : Z \mapsto \mathbb{R}$ . Let  $\Sigma$  denote a sigma-algebra on  $X$ . Let  $\Delta(X)$  denote the set of all countably-additive probability measures on  $X$ . Then, given a

probability measure  $q \in \Delta(X)$ , an expected utility maximizer evaluates a payoff profile  $r$  according to the criterion  $U(r) = \int_X u(r(x)) dq(x)$ . The expected utility maximizer prefers payoff profile  $r_1$  to  $r_2$  if and only if  $U(r_1) \geq U(r_2)$ .

Now, consider a decision-maker who has a reference probability measure  $q$ , but is uncertain about the true measure. Here,  $q$  may be thought of as the decision-maker's "best guess" about the true probabilities over events. With a slight abuse of notation, let  $\Delta(q)$  denote the set of probability measures equivalent to  $q$  (that is, the set of measures that agree with  $q$  on measure zero events). Given any measure  $p \in \Delta(q)$ , the relative entropy  $R(p||q)$  is defined by

$$R(p||q) = \begin{cases} \int_X \left( \ln \frac{p(x)}{q(x)} \right) dp(x) & \text{if } p \in \Delta(q) \\ \infty & \text{otherwise} \end{cases} \quad (1)$$

The relative entropy  $R(\cdot||q)$  (also called the Kullback-Leibler divergence between  $p$  and  $q$ ) provides a distance metric between  $p$  and  $q$ . It is non-negative, and equal to zero if and only if  $p = q$  (see Dupuis and Ellis (1997), Lemma 1.4.1). Moreover, it is convex in  $p$  (see Dupuis and Ellis (1997), Lemma 1.4.3).

According to the multiplier preferences introduced by Hansen and Sargent (2001), when faced with a payoff profile with a reference measure  $q$ , the decision-maker allows for the notion that his reference measure may be incorrect, and therefore allows himself to evaluate the payoff profile according to some other measure  $p$  that is close to  $q$ . Probability measures far from  $q$  are considered more costly to choose. Specifically, the decision-maker evaluates a payoff profile  $r$  with reference measure  $q$  according to

$$V(r) = \min_{p \in \Delta(q)} \int_X u(r(x)) dp(x) + \theta R(p||q), \quad (2)$$

where  $\theta > 0$ . A payoff profile  $r_1$  is preferred to  $r_2$  if and only if  $V(r_1) \geq V(r_2)$ , and the decision-maker's goal is to maximize  $V$ .

Here,  $\theta$  is inversely related to the degree of ambiguity aversion on the part of the decision-maker (see Maccheroni et al. (2006), Corollary 21). Specifically, it captures the extent of the decision-maker's aversion to the risk that the model (or reference measure  $q$ ) has been misspecified. As  $\theta$  becomes large, the penalty for choosing a distribution far from the reference distribution  $q$  increases, which naturally leads to a distribution closer to  $q$  being chosen. That is, as  $\theta$  becomes large, the decision-maker is less concerned with model misspecification (as they believe that the true measure



is close to the reference measure), or is less ambiguity-averse.

In the limit as  $\theta \rightarrow \infty$ , the probability distribution  $p$  that minimizes the right-hand-side of equation (2) must equal  $q$ , so we have  $V(r) = U(r)$  for a given payoff profile  $r$ . That is, the decision criterion reduces to the usual notion of maximizing expected utility. Conversely, as  $\theta \rightarrow 0$ , the decision-maker becomes infinitely ambiguity averse.

From Dupuis and Ellis (1997), Proposition 1.4.2 (see also Strzalecki (2011), Section 3.3),

$$\min_{p \in \Delta(q)} \int_X u(r(x)) dp(x) + \theta R(p||q) = -\theta \ln \left( \int_X e^{-\frac{u(r(x))}{\theta}} dq(x) \right). \quad (3)$$

Therefore, a decision-maker maximizing the LHS of equation (3) may equivalently be modeled as maximizing the RHS, so that we can directly write

$$V(r) = -\theta \ln \left( \int_X e^{-\frac{u(r(x))}{\theta}} dq(x) \right). \quad (4)$$

Going forward, for the rest of the paper, we will assume that all parties have ambiguity-averse preferences represented as in equation (4). We also assume that agents are neutral toward risk (i.e., toward stochastic events with known probability distributions), so that  $u(y) = y$ . With risk-neutrality and ambiguity-aversion, the framework recovers a functional form similar to that of constant absolute risk aversion (CARA) utility to represent agents' preferences.<sup>6</sup>

We emphasize that the interpretation of  $\theta$  is very different under ambiguity aversion, as compared to under risk aversion. Hansen and Sargent (2001), in Chapter 6, show that multiplier preferences are closely related to constraint preferences, which may be written as:

$$\hat{V}(r) = \min_{p \in \Delta(q)} \int_X u(r(x)) dp(x), \text{ subject to } R(p||q) \leq \eta. \quad (5)$$

The right-hand side of the relative entropy constraint,  $\eta$ , depends on the amount of information available to the decision-maker. If the decision-maker has relatively precise information,  $\eta$  is low, so that he must evaluate the payoff profile  $r$  using a measure  $p$  that is close to  $q$ . Conversely, if the decision-maker has noisy information,  $\eta$  is large, and  $p$  may be far from  $q$ .

Now, the parameter  $\theta$  introduced in the earlier formulation is interpretable as the shadow cost

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<sup>6</sup>Maccheroni et al. (2006) show that multiplier preferences are a special case of a larger set of preferences, variational preferences, which are represented more as  $V(r) = \min_{p \in \Delta(q)} \int_X u(r(x)) dp(x) + \theta c(p, q)$ , where  $c(\cdot, q) : \Delta(q) \rightarrow [0, \infty]$  is a convex function on  $\Delta(q)$ . This general representation reduces to the exponential form in equation (4) if  $c(\cdot, q) = R(\cdot||q)$ ; that is, if relative entropy  $R(p||q)$  represents the cost of choosing  $p$  rather than  $q$  to evaluate the relevant payoff profile.

or Lagrange multiplier on the relative entropy constraint in (5). As we show formally in Appendix A.1, the right-hand side of this constraint (i.e.,  $\eta$ ), is inversely related to the Lagrange multiplier  $\theta$ . For example, as  $\eta \rightarrow 0$  (or, as noted earlier, when  $\theta \rightarrow \infty$ ), in the limit maximizing  $\hat{V}(r)$  is equivalent to maximizing expected utility.

Consider a firm evolving through time. Over time, more information about the firm's future prospects becomes available. Suppose first that the all agents have a single prior distribution over the firm's cash flows, and update this prior distribution using Bayes' rule. Suppose also that the reference distribution  $q(x)$  represents the true distribution over cash flows. Then, under reasonable conditions, the posterior distribution will be closer to the true distribution, compared to the prior distribution.<sup>7</sup> More precisely, the relative entropy between the posterior distribution and the true distribution is lower than the relative entropy between the prior distribution and the true distribution.

In a setting with multiple priors, we can consider the agents as updating each distribution in the set of feasible priors as new information arrives. Then, for each element in the set of feasible priors, the relative entropy between the posterior and true distributions is smaller than the relative entropy between the prior and true distributions. In the constraint preference model, this would effectively amount to  $\eta$  decreasing, even though the underlying preferences over ambiguity remain unchanged. A reduction in  $\eta$  in turn increases the shadow price of the informational constraint. That is, with variational preferences, it would translate to the parameter  $\theta$  increasing over time. In contrast, if parties were risk-averse but ambiguity-neutral, and  $\theta$  is interpreted as the coefficient of absolute risk aversion, it would remain unchanged if preferences are invariant over time. That is, unlike in the case of risk aversion, interpreting  $\theta$  as a parameter related to ambiguity aversion implies that it decreases through time. We build upon this idea in Section 4.

### 3 Static Security Design Problem

We now consider the static security design problem. We build upon the model of Innes (1990). A penniless entrepreneur has a project that requires an investment  $I$  at date 0. The investment amount  $I$  must be raised from external investors. The project generates a cash flow  $x \in X = [0, \bar{x}]$  at date 1, which is then shared between the investors and the entrepreneur. By assumption, the cash flow  $x$  is non-negative. Let  $r(x)$  denote the amount given to the investors, and  $w(x) = x - r(x)$  the amount retained by the entrepreneur. Both entrepreneur and investors have limited liability,

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<sup>7</sup>In the limit, the law of large numbers applies — given a large number of i.i.d. signals, the posterior distribution converges to true one. See, for example, Cover and Thomas (2006), Theorem 11.2.1.

so  $0 \leq r(x) \leq x$  for all  $x$ . The function  $r(\cdot)$  is naturally interpretable as a financial security, so that the choice of  $r$  is a security design problem.

After the investment is undertaken, the entrepreneur takes an action (or equivalently, provides an effort)  $a \geq 0$ , which incurs a utility cost  $\psi(a)$ . The cost is strictly increasing and strictly convex in  $a$ , so that  $\psi'(a) > 0$  and  $\psi''(a) > 0$ . In addition, we assume that  $\psi'(0) = \psi(0) = 0$ . Investors and entrepreneurs agree on the effect that the action  $a$  has on the reference measure induced over the cash flows. In particular, they believe that action  $a$  likely leads to a distribution  $F(x | a)$  over cash flows at date 1, with associated density  $f(x | a)$ . We assume that  $F(x | a)$  has full support over  $X$  and has no mass points. We further assume that  $f(x | a)$  satisfies the Monotone Likelihood Ratio Property (MLRP); that is,  $\frac{\partial}{\partial a} \left( \frac{f_a(x|a)}{f(x|a)} \right) > 0$ , where  $f_a(x | a) = \frac{\partial f(x|a)}{\partial a}$ .

The entrepreneur and the investors are both neutral toward cash flow risk, so that  $u(x) = x$  for both parties. However, both are ambiguity-averse in the sense of being averse to risk of model misspecification. Investors value risky cash flows according to equation (4), with ambiguity-aversion parameter  $\theta_I$ . That is, the value to investors of a security  $r(x)$  when the action is  $a$  is given by

$$V_I(r, a) = -\theta_I \ln \left( \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \right) \quad (6)$$

Similarly, the entrepreneur evaluates risky cash flows according to equation (4), with ambiguity-aversion parameter  $\theta_E$ . In addition, the entrepreneur privately bears the cost of the action,  $\psi(a)$ . Therefore, given an action  $a$  and a security  $r(x)$  offered to investors, the entrepreneur's value for the contract is

$$V_E(r, a) = -\theta_E \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) - \psi(a). \quad (7)$$

Recall that  $\theta_I$  and  $\theta_E$  are preference parameters in this specification. As is standard in moral hazard settings, we assume that the preferences of the two parties with respect to the cash flows (and hence these parameters) are not affected by the choice of action  $a$ . That is,  $a$  affects the reference distribution over cash flows, but not the model uncertainty perceived by the investors and the entrepreneur. We assume that investors and entrepreneur have the same reference density  $f(x | a)$  in mind.<sup>8</sup>

Without loss of generality, we set the discount rate between date 0 and date 1 to zero. The

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<sup>8</sup>Alternatively, if investors evaluate cash flows based on a reference density  $f_I(x | a) \neq f(x | a)$ , the relative optimism or pessimism of each party will depend both on the coefficient  $\theta$  and their own reference measure. As a result, the optimal security will depend at any  $x$  on both  $f_I(x | a)$  and  $f(x | a)$ .

investment  $I$  has no uncertainty associated with it. As  $-\theta_I \ln \left( \int_X e^{-\frac{I}{\theta_I}} f(x | a) dx \right) = I$ , we can write the investors' individual rationality (IR) constraint as:

$$-\theta_I \ln \left( \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \right) \geq I. \quad (8)$$

Because the action  $a$  is taken after the investment has been made, it cannot be committed to by the entrepreneur. Instead, as is usual,  $a$  must be incentive compatible. The relevant incentive compatibility (IC) condition for the entrepreneur is

$$a = \arg \max_{\tilde{a}} -\theta_E \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | \tilde{a}) dx \right) - \psi(\tilde{a}). \quad (9)$$

For now, we assume the first-order approach is valid (in Section 3.4, we specify a sufficient condition for this). We therefore replace the IC condition in equation (9) with the corresponding first-order condition

$$-\theta_E \frac{\int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx}{\int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx} - \psi'(a) = 0. \quad (10)$$

Finally, we assume that the entrepreneur's reservation utility is zero. The complete contracting problem may therefore be stated as:

$$[\text{Problem P1}] \quad \max_{r(x), a} -\theta_E \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) - \psi(a) \quad (11)$$

$$\text{subject to:} \quad (\text{IR}) \quad -\theta_I \ln \left( \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \right) \geq I \quad (12)$$

$$(\text{IC}) \quad -\theta_E \frac{\int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x|a) dx}{\int_X e^{-\frac{x-r(x)}{\theta_E}} f(x|a) dx} - \psi'(a) = 0. \quad (13)$$

$$(\text{LL}) \quad 0 \leq r(x) \leq x \text{ for all } x. \quad (14)$$

Here, (LL) represents the limited liability constraints on the security.

We first transform the maximization problem P1 into an equivalent minimization problem P2 that does not require the use of natural logs. The benefit is that when we determine the first-order

conditions in  $r$  and  $a$ , the corresponding derivatives have a simpler form.

$$\text{[Problem P2]} \quad \min_{r(x), a} \quad e^{\frac{\psi(a)}{\theta_E}} \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) \quad (15)$$

$$\text{subject to: (IR2)} \quad \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \leq e^{-\frac{I}{\theta_I}} \quad (16)$$

$$\text{(IC2)} \quad \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx + \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx = 0 \quad (17)$$

$$\text{(LL)} \quad 0 \leq r(x) \leq x \text{ for all } x. \quad (18)$$

Observe that, as mentioned earlier, the transformed functions for the entrepreneur and investor in (15) and (16) are identical to utility functions that represent constant absolute risk aversion (CARA) preferences.

**Lemma 1.** *Problems P1 and P2 have the same set of solutions.*

All proofs are contained in Appendix A.2.

For the rest of the paper, we assume that the constraint set for problem P2 is non-empty. Given the conditional density over cash flows,  $f(x | a)$ , the cost of effort  $\psi(a)$ , and the investor's ambiguity-aversion parameter  $\theta_I$ , we essentially require that the required investment level  $I$  is sufficiently low. For example, suppose that  $\int_X e^{-\frac{x}{\theta_I}} f(x | 0) dx \leq e^{-\frac{I}{\theta_I}}$ . Then, the security and effort pair ( $r(x) = x, a = 0$ ) is in the feasible set.

Before we exhibit the optimal contract in our model, we briefly review the results from Innes (1990). Our model is identical to the Innes model except for the feature of ambiguity aversion on the part of investors and entrepreneur. In the limit, as  $\theta_I \rightarrow \infty$  and  $\theta_E \rightarrow \infty$ , investors and entrepreneurs become ambiguity-neutral in our model, so that in the limiting case the model reduces exactly to the Innes model.

Three benchmark results from Innes (1990) are of interest to us: (1) In the Innes model, in the first-best outcome security design is irrelevant, as both investors and entrepreneur are risk-neutral. That is, as long as the effort is at the first-best level and the investors' IR constraint holds, any division of project cash flows between the two parties is optimal. (2) In the second-best problem, if the entrepreneur's incentive compatibility (IC) condition binds, the optimal security provides all cash flows to investors in low states, and all cash flows to the entrepreneur in high states.<sup>9</sup> (3) If the security held by investors must provide payments to them that are weakly monotone in the

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<sup>9</sup>In the second-best problem, incentive compatibility may or may not bind, depending on how high  $I$  is relative to the distribution over cash flows at date 1, given the optimal effort level.

cash flow  $x$ , the optimal security is debt.

### 3.1 First-best Problem

In the first-best problem, incentive compatibility is not an issue, or, put another way, we can think of the action as being directly contractible. The contract can specify an effort level  $a$ , and a security  $r$  that specifies cash flows to investors, contingent on the cash flows of the project, if the entrepreneur in fact chooses action  $a$ . As effort is contractible, if the entrepreneur chooses any action  $\tilde{a} \neq a$ , investors can give the entrepreneur zero cash and retain the entire output  $x$  for themselves.

Let  $\lambda$  denote the shadow price for the investors' IR constraint in equation (16). Further, for each  $x$ , let  $\underline{\gamma}_x$  denote the shadow price on the constraint  $r(x) \geq 0$  and  $\bar{\gamma}_x$  the shadow price for the constraint  $r(x) \leq x$ . Then, the Lagrangian for the first-best problem may be written as:

$$\begin{aligned} \mathcal{L}_f(r, a, \lambda) &= e^{\frac{\psi(a)}{\theta_E}} \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) + \lambda \left[ \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx - e^{-\frac{I}{\theta_I}} \right] \\ &\quad + \int_X \left[ -\underline{\gamma}_x r(x) + \bar{\gamma}_x (r(x) - x) \right] dx \end{aligned} \quad (19)$$

Let  $a_f$  denote the optimal effort level in the first-best problem,  $r_f$  the optimal security, and  $\lambda_f$  the shadow price of the investors' IR constraint given the first-best contract. Finally, given  $y \in R$ , let  $y^+ = \max\{0, y\}$ .

We show that the solution to the first-best contract produces a security that is piecewise-linear in the project cash flow  $x$ . The entrepreneur and investors face two sources of unexpected outcomes in this problem: cash flow risk and model uncertainty. Cash flow risk is represented by the reference density  $f(x | a)$ , and both parties are neutral toward it. Model uncertainty implies that the true cash flow distribution may be different from the reference distribution, and investors are averse to it. The latter creates a motive for ambiguity-sharing that leads to an outcome in which high cash flows are shared between investors and entrepreneur. Depending on the ambiguity aversion of each side, low cash flows may be given entirely to the investors or entirely to the entrepreneurs.

**Proposition 1.** *In any solution to the first-best problem,*

- (i) *The investors' IR constraint binds.*

(ii) *The optimal security satisfies*

$$r_f(x) = \min \left\{ x, \left( \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left( \ln \frac{\lambda_f \theta_E}{\theta_I} - \ln e^{\frac{\psi(a_f)}{\theta_E}} \right) \right)^+ \right\}. \quad (20)$$

Suppose that for some value of  $x$ , we have a strictly interior solution for  $r_f(x)$ ; that is,  $r_f(x) \in (0, x)$ . Equation (20) says that in this case,  $r_f(x) = \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left( \ln \frac{\lambda_f \theta_E}{\theta_I} - \ln e^{\frac{\psi(a_f)}{\theta_E}} \right)$ . Observe that the term inside the parentheses does not depend on  $x$ , so that  $r_f$  is linear in the project cash flow.<sup>10</sup> The linear term  $\frac{\theta_I}{\theta_I + \theta_E} x$  reflects optimal ambiguity-sharing between investors and entrepreneur. The linearity of the term follows from the exponential form of the expressions in problem P2, the transformed problem.<sup>11</sup> It follows that the payoff on the security is weakly increasing in  $x$ , and is overall piecewise linear in  $x$ .

Recall that  $\theta_I$  is inversely related to the degree of ambiguity aversion expressed by the investors, and likewise  $\theta_E$  is inversely related to the ambiguity aversion of the entrepreneur. The more ambiguity-averse an agent is (i.e., the lower  $\theta$  is), the further (and so the more pessimistic) the distribution under which they evaluate the cash flows is, compared to the reference measure  $f(x | a)$ . A pessimistic agent places greater weight on low cash flow outcomes, and so prefers to receive cash in those low states. Conversely, a less ambiguity-averse agent is relatively optimistic, and so prefers to receive cash in high cash flow states.

Now, suppose that, keeping  $\theta_E$  fixed,  $\theta_I$  increases; i.e., the investors become less ambiguity-averse relative to the entrepreneur. As a result, in the new first-best contract, investors get relatively more cash in the high cash flow states. Of course, as  $\theta_I$  increases, the gains to ambiguity-sharing between the investors and entrepreneur also change, which has a feedback effect on the optimal effort in the first-best problem.

The optimal action  $a_f$  satisfies the first-order condition  $\frac{\partial \mathcal{L}_f}{\partial a} = 0$ , or

$$e^{\frac{\psi(a)}{\theta_E}} \left( \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx + \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx \right) + \lambda \int_X e^{-\frac{r(x)}{\theta_I}} f_a(x | a) dx = 0. \quad (21)$$

The three equations, (16), (20), and (21) can be used to solve for  $a_f$ ,  $\lambda_f$ , and  $r_f$ . To illustrate the properties and comparative statics of the first-best contract, we consider the following numeric

<sup>10</sup>Also, of course,  $\ln e^{\frac{\psi(a_f)}{\theta_E}} = \frac{\psi(a_f)}{\theta_E}$ . We state the contract using the expression  $\ln e^{\frac{\psi(a_f)}{\theta_E}}$  to facilitate comparison with the second-best contract in the next section.

<sup>11</sup>Recall that, as shown by Wilson (1968), optimal risk-sharing with exponential utilities entails a linear sharing rule.

example.

**Example 1: First-best outcome**

Let  $X = [0, 1]$ , and let the action set be  $A = [0, 1]$ . Set  $f(x | a) = 1 + a(2x - 1)$ , so that  $f_a(x | a) = 2x - 1$  and  $f_{aa}(x | a) = 0$ . Note that  $\frac{f_a(x|a)}{f(x|a)} = \frac{1}{a + \frac{1}{2x-1}}$ , which is clearly increasing in  $x$ , so that MLRP is satisfied. Let  $\psi(a) = \frac{1}{2}a^2$ , so that  $\psi'(a) = a$  and  $\psi''(a) = 1$ . Finally, let  $I = 0.3$ .

When both parties are ambiguity-neutral, i.e., in the case of the Innes (1990) model, the first-best effort is found by solving the first-order condition  $\int_X x f_a(x | a) dx = \psi'(a)$ , which in this example yields  $a_N^* = \frac{1}{6}$  (the subscript  $N$  denotes that both parties are ambiguity-neutral). Any division of the cash flows such that in expectation the investors obtain  $I$  and the entrepreneur obtains  $\int_X x f(x | a) - I$  is optimal.

With ambiguity-aversion there are three possibilities for the optimal security issued to the investors in the first-best case in this example. We illustrate these three cases by keeping  $\theta_E$  fixed at 1, and varying  $\theta_I$ . In each case, the security issued in the first-best case includes a substantial equity component.

1. Convertible debt.

This security emerges if  $\theta_I$  is sufficiently low, relative to  $\theta_E$ . As investors are pessimistic relative to entrepreneurs, in the low cash flow states all cash is given to the investors. Their financial claim therefore resembles debt in the low states. In the high cash flow states, the motive for ambiguity-sharing kicks in, and cash flows are divided between investors and entrepreneur using the linear sharing rule mentioned above. That is, once the cash flow exceeds a threshold, both investors and entrepreneur own equity in the project. Putting the two pieces together, the security is convertible debt with the conversion threshold set equal to the face value of the debt.

2. Levered Equity.

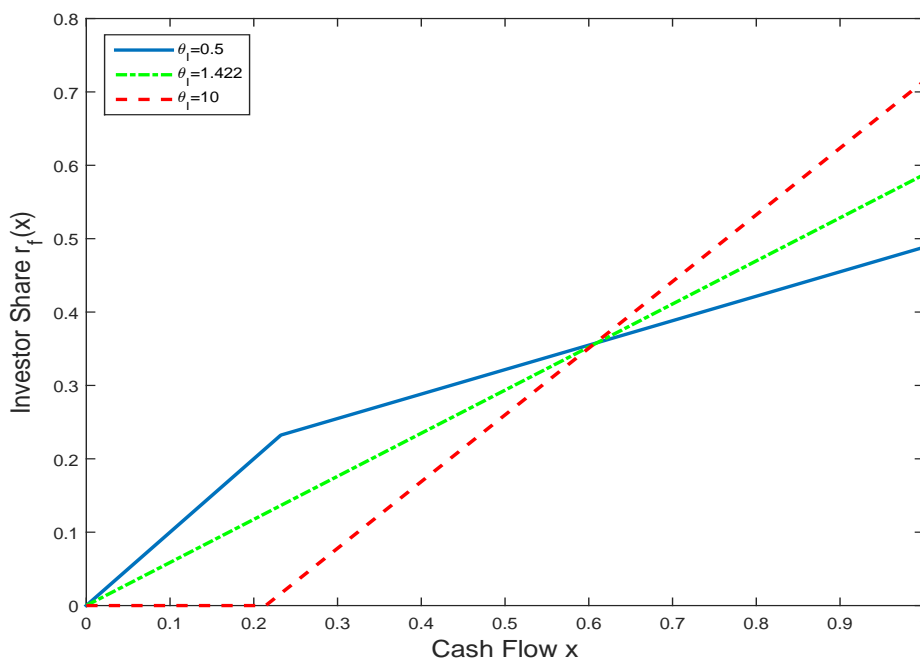
This security emerges if  $\theta_I$  is sufficiently high, relative to  $\theta_E$ . Here, the entrepreneur is pessimistic relative to investors, and obtains all cash in the low states. Once cash flow is sufficiently high, we are back to the case in which ambiguity-sharing adds value, with both parties holding equity claims. The security can therefore be characterized as levered equity, with the entrepreneur holding priority over cash flows in low states.

3. Unlevered Equity.



This is a knife-edge case that emerges at a specific value of  $\theta_I$ ; in the example, at  $\theta_I$  approximately equal to 1.422.

In each of the three cases, the equity fraction the investor obtains in the region in which cash flows are shared is given by  $\frac{\theta_I}{\theta_I + \theta_E}$ . The entrepreneur has a financial claim that is the mirror image of that issued to the investor. In the case that the entrepreneur has convertible debt, of course, his financial claim can equivalently be interpreted as a salary (subject to the firm having the cash to pay the salary) plus a stock bonus. We illustrate the different financial securities that emerge as  $\theta_I$  varies in Figure 1.



This figure illustrates the securities issued to the investor as  $\theta_I$  varies. We set  $f(x | a) = 1 + a(2x - 1)$ ,  $\psi(a) = \frac{1}{2}a^2$ ,  $I = 0.3$ , and  $\theta_E = 1$ .

**Figure 1:** Securities Issued to Investor in First-Best Contract

The optimal effort in the first-best contract falls as  $\theta_I$  increases, which is intuitive. An increase in  $\theta_I$  implies that the entrepreneur receives more cash in the low cash flow states. Therefore, the incentive to provide effort to reach the higher cash flow states is lower. Note that in this case, the “total surplus” from the first-best contract depends on the preferences of both investors and entrepreneur (because that determines the gains to ambiguity-sharing).

### 3.2 Second-best Problem

We now turn to the second-best problem. Recall that in this case effort is not directly contractible, but rather must be chosen so as to be incentive compatible for the entrepreneur. Taking into account the entrepreneur's IC constraint in equation (17), the Lagrangian for problem P2 may be written as:

$$\begin{aligned} \mathcal{L}(r, a, \lambda) = & e^{\frac{\psi(a)}{\theta_E}} \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) + \lambda \left[ \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx - e^{-\frac{I}{\theta_I}} \right] \\ & + \mu \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx + \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) \\ & + \int_X \left[ -\underline{\gamma}_x r(x) + \bar{\gamma}_x (r(x) - x) \right] dx. \end{aligned} \quad (22)$$

Here,  $\mu$  is the shadow price on the entrepreneur's IC constraint, and, as before,  $\lambda$  is the shadow price on the investors' IR constraint,  $\underline{\gamma}_x$  the shadow price on the constraint  $r(x) \geq 0$ , and  $\bar{\gamma}_x$  the shadow price on the constraint  $r(x) \leq x$ .

As we show, the optimal security in the second-best problem entails a weak reduction in the cash flow paid to the investors in high states (and a corresponding increase in the cash flow they obtain in low states). When the IC condition binds, the reduction is strict. Essentially, relative to the first-best problem, more cash must be given to the entrepreneur in the high states to induce effort.

Denote with a \* superscript the value of a variable in a solution to the second-best problem.

**Proposition 2.** *In any solution to the second-best problem,*

(i) *The investors' IR constraint binds.*

(ii) *The optimal security satisfies*

$$r^*(x) = \min \left\{ x, \left( \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left\{ \ln \frac{\lambda^* \theta_E}{\theta_I} - \ln \left( e^{\frac{\psi(a^*)}{\theta_E}} + \mu^* \left( \frac{f_a(x | a^*)}{f(x | a^*)} + \frac{\psi'(a^*)}{\theta_E} \right) \right) \right\} \right)^+ \right\}. \quad (23)$$

For any value of  $x$  at which both investors and entrepreneur obtain some of the cash flow, equation (23) implies that  $r^*(x) = \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left\{ \ln \frac{\lambda^* \theta_E}{\theta_I} - \ln \left( e^{\frac{\psi(a^*)}{\theta_E}} + \mu^* \left( \frac{f_a(x | a^*)}{f(x | a^*)} + \frac{\psi'(a^*)}{\theta_E} \right) \right) \right\}$ . The term  $\frac{\theta_I}{\theta_I + \theta_E} x$  is familiar from the first-best contract, and is linear and increasing in  $x$ . However, the term  $\frac{f_a(x | a^*)}{f(x | a^*)}$  is also increasing in  $x$ , so when  $\mu > 0$ , the term in the curly parentheses is decreasing in  $x$  in some non-linear fashion.

As in Innes (1990), incentive compatibility may not bind in this case. Recall that in the Innes model, when  $I$  is low, IC does not bind, so that the contract reverts to a first-best contract. However, when  $I$  is high, IC binds and  $\mu > 0$ . A similar intuition goes through with ambiguity aversion. We have shown that the first-best contract in our setting is piecewise linear and has an equity component. For the rest of the paper, we concentrate on the case that the IC constraint binds.

Two implications emerge when  $\mu > 0$ : First, the security held by the investors is no longer piecewise linear in  $x$ , and can have significant non-linear components. Therefore, the security is no longer directly interpretable in terms of equity, although it can have an equity-like component. Second, the payoff on the security need not be weakly increasing in project cash flow—in particular, there may exist ranges of cash flow such that the investors' payout is decreasing as  $x$  increases. We demonstrate this property in the context of a numerical example.

In the second-best case, the first-order condition in  $a$  is  $\frac{\partial L}{\partial a} = 0$ , which reduces to

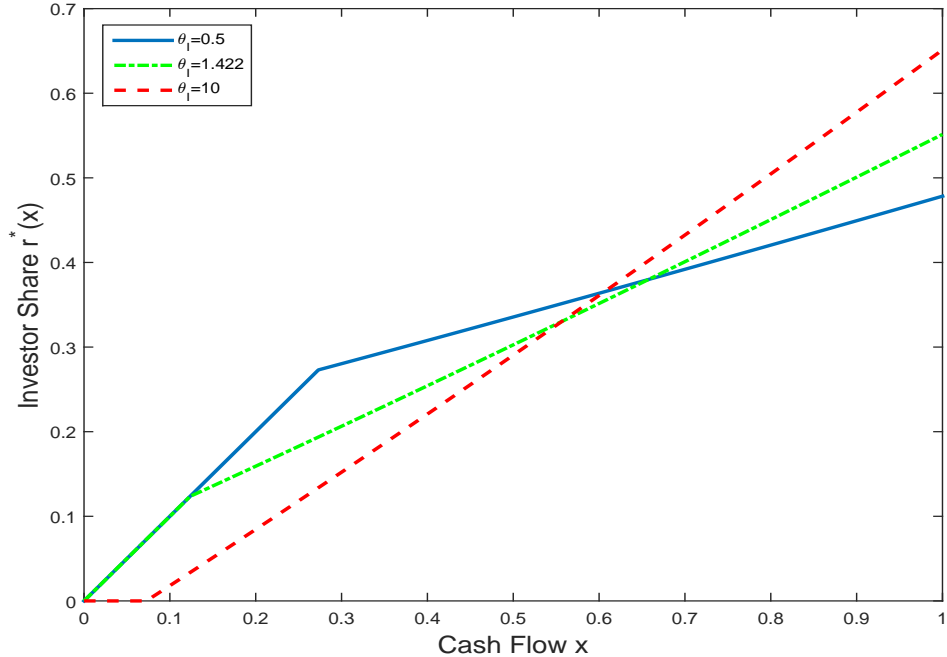
$$\lambda \int_X e^{-\frac{r(x)}{\theta_I}} f_a(x | a) dx + \mu \left\{ \frac{\psi''(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx + \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx + \int_X e^{-\frac{x-r(x)}{\theta_E}} f_{aa}(x | a) dx \right\} = 0. \quad (24)$$

The four conditions represented by the above equation, the investors' IR condition (16), the entrepreneur's IC condition (17), and the equation for the optimal contract (23) can be used to solve for  $a^*$ ,  $\lambda^*$ ,  $\mu^*$ , and  $r^*$  in the case that the IC condition binds.

### Example 2: Second-best outcome

We use the same parameters as in Example 1. We set  $\theta_E = 1$ ,  $I = 0.3$ ,  $f(x | a) = 1 + a(2x - 1)$ , and  $\psi(a) = \frac{1}{2}a^2$ . The first-best security for three different values of  $\theta_I$  is exhibited in Figure 1. We illustrate the optimal security in the second-best setting in Figure 2. To highlight the difference between the first and second-best contracts, we choose parameter values at which the IC constraint binds in the second-best problem.

In contrast to the security in the first-best case, the optimal security in the second-best case provides more cash flow to the investors in low states. This is true for all three levels of  $\theta_I$ . In the figures, the contrast is greatest for the intermediate  $\theta_I$  case (with  $\theta_I = 1.422$ ), with the first-best contract entailing straight equity, but the security in the second-best contract resembling convertible debt. Note that (although it is hard to see in the figure) the securities in Figure 2



This figure illustrates the securities issued to the investor as  $\theta_I$  varies. We set  $f(x | a) = 1 + a(2x - 1)$ ,  $\psi(a) = \frac{1}{2}a^2$ ,  $I = 0.3$ , and  $\theta_E = 1$ .

**Figure 2:** Securities Issued to Investor in Second-Best Contract

are *not* piecewise linear—for high cash flows, there is a slight non-linearity in the security payoffs. Therefore, they cannot be thought of directly in terms of equity. Nevertheless, for these parameter values, the securities have a component that to a large degree resembles equity.

There is a natural tension in the problem between ambiguity-sharing and the need to provide incentives to the entrepreneur. That is, the usual trade-off between risk and incentives is resurrected by as a trade-off between uncertainty and incentives. On the one hand, if the entrepreneur were ambiguity-neutral, the moral hazard problem would entail giving the entrepreneur less cash in low states. On the other hand, optimal ambiguity-sharing involves the investor receiving less cash in low states and more cash in high states. The design of the security, in turn, feeds back into the moral hazard problem, and affects the optimal effort provided by the agent.

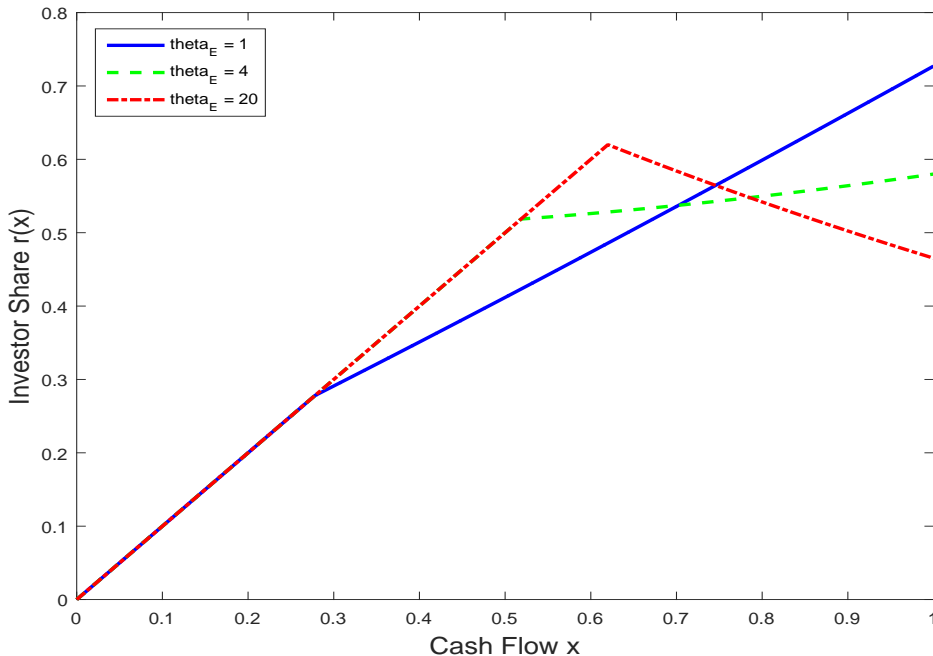
We report the optimal effort levels in the first- and second-best problems in our example in Table 1.

Consider the comparative statics of the optimal security as  $\theta_E$  changes. We use the same cost function, conditional cash flow density, and investment level as before. We set  $\theta_I = 4$  and vary  $\theta_E$  across three levels, 1, 4, and 20. The optimal security in each case is exhibited in Figure 3.

| $\theta_I$         | 0.5   | 1.422 | 10    |
|--------------------|-------|-------|-------|
| First-best effort  | 0.176 | 0.168 | 0.165 |
| Second-best effort | 0.096 | 0.082 | 0.052 |

**Table 1:** Optimal Effort Levels

The broad intuition is as follows. The optimal security balances out the need for ambiguity-sharing, which entails giving more cash to the less ambiguity-averse party in high states, with the need to provide incentives to the entrepreneur, which entails giving more (often all) cash to the investor in low states. As  $\theta_E$  increases, the entrepreneur becomes less ambiguity-averse, and so starts to get paid in lower states. Further, the slope of the optimal security falls, reflecting the fact that the entrepreneur obtains a greater proportion of the cash in high states.



This figure illustrates how the optimal security changes as  $\theta_E$  changes. Throughout, we set  $\theta_I = 4, I = 0.3, \psi(a) = \frac{1}{2}a^2$ , and  $f(x | a) = 1 + a(2x - 1)$ .

**Figure 3:** Optimal Security as  $\theta_E$  Changes

When the entrepreneur has sufficiently lower ambiguity aversion than the entrepreneur, the optimal security can have a payout that over some range is decreasing in cash flow, a security that provides the entrepreneur with large amounts of cash in the high cash flow states provides the best incentives, because the entrepreneur is relatively confident in the reference probability measure

$f(x | a)$ . In our example, when  $\theta_E = 20$ , the security payoffs decrease in the project cash flow when  $x$  exceeds approximately 0.6.

### 3.3 Second-Best Contract with Monotone Security Payoffs

As shown in Figure 3, when  $\theta_E$  is high relative to  $\theta_I$ , the optimal second-best security may provide a decreasing payoff to the investors when the cash flow increases. In such situations, we consider the implications of introducing a monotonicity restriction on the security, to ensure that the respective payoffs are non-decreasing in the cash flow. Following Innes (1990), we say a security is monotone in the cash flow  $x$  if both the investor and the entrepreneur obtain a cash payment that is non-decreasing in  $x$ .

**Definition 1.** A security  $r(x)$  is monotone in the cash flow  $x$  if  $r(x)$  and  $w(x) = x - r(x)$  are each non-decreasing in  $x$ .

Note that monotonicity implies that the security must be continuous in  $x$ , and also must be differentiable almost everywhere (i.e., except over a set of measure zero). We therefore operationalize the monotonicity condition by adding an extra condition (M) to problem P2, that  $r'(x) \geq 0$  for almost all  $x$ . In addition, as  $w(x)$  is non-decreasing, it must be that  $r'(x) \leq 1$ . The full contracting problem is then:

$$\begin{aligned}
\text{[Problem P3]} \quad & \min_{r(x), a} \quad e^{\frac{\psi(a)}{\theta_E}} \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) \\
\text{subject to: (IR2)} \quad & \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \leq e^{-\frac{I}{\theta_I}} \\
\text{(IC2)} \quad & \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx + \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx = 0 \\
\text{(LL)} \quad & 0 \leq r(x) \leq x \text{ for all } x. \\
\text{(M)} \quad & 0 \leq r'(x) \leq 1 \text{ for almost all } x.
\end{aligned}$$

We build up to the contract that solves Problem P3 through the following steps. First, given Proposition 2, for some fixed values of  $\lambda, \mu, a$ , denote

$$\tilde{r}(x) = \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left\{ \ln \frac{\lambda \theta_E}{\theta_I} - \ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x | a)}{f(x | a)} + \frac{\psi'(a)}{\theta_E} \right) \right) \right\}. \quad (25)$$

Next, define  $\hat{r}(x) = \min\{\max\{\tilde{r}(x), 0\}, x\}$ , so that  $\hat{r}(x)$  ensures that limited liability is satisfied for both entrepreneur and investors.

Finally, consider monotonicity. Starting with  $\hat{r}(x)$ , we construct a monotonic security as follows. Set  $y_s = 0$ . At Step 1, define  $y_e = \sup\{x \geq y_s \mid \hat{r}'(x) \in [0, 1] \text{ for all } z \in [y_s, x]\}$ . Let  $r^M(x) = \hat{r}(x)$  for all  $x \leq y_e$ . By definition of  $y_e$ , the security  $\hat{r}(x)$  is non-monotone for  $x$  just greater than  $y_e$ . Set  $y_s = y_e$ . Now, there are two possibilities:

Step 2a: There exists a range  $(y_s, y_s + \epsilon)$  such that, for all  $x$  in this range,  $\hat{r}'(x) < 0$ . In this case, define  $y_e = \inf\{x \geq y_s \mid \hat{r}(x) = \hat{r}(y_s) \text{ and } \hat{r}'(x) > 0\}$ . Define  $r^M(x) = r^M(y_s)$  for all  $x \in (y_s, y_e]$ , and set  $y_s = y_e$ .

Step 2b: There exists a range  $(y_s, y_s + \epsilon)$  such that, for all  $x$  in this range,  $\hat{r}'(x) > 1$ . In this case, define  $y_e = \inf\{x \geq y_s \mid \hat{r}(x) = \hat{r}(y_s) + x - y_s \text{ and } \hat{r}'(x) < 1\}$ . Define  $r^M(x) = r^M(y_s) + x - y_s$  for all  $x \in (y_s, y_e]$ , and set  $y_s = y_e$ .

If  $y_e = \bar{x}$ , we are done; else, repeat the process starting with Step 1.

The optimal security once condition (M) is added to the problem then has the form given by  $r^M$ . Let  $(a^M, \lambda^M, \mu^M)$  denote values at which problem P3 is solved.

**Proposition 3.** *In any solution to problem P3,*

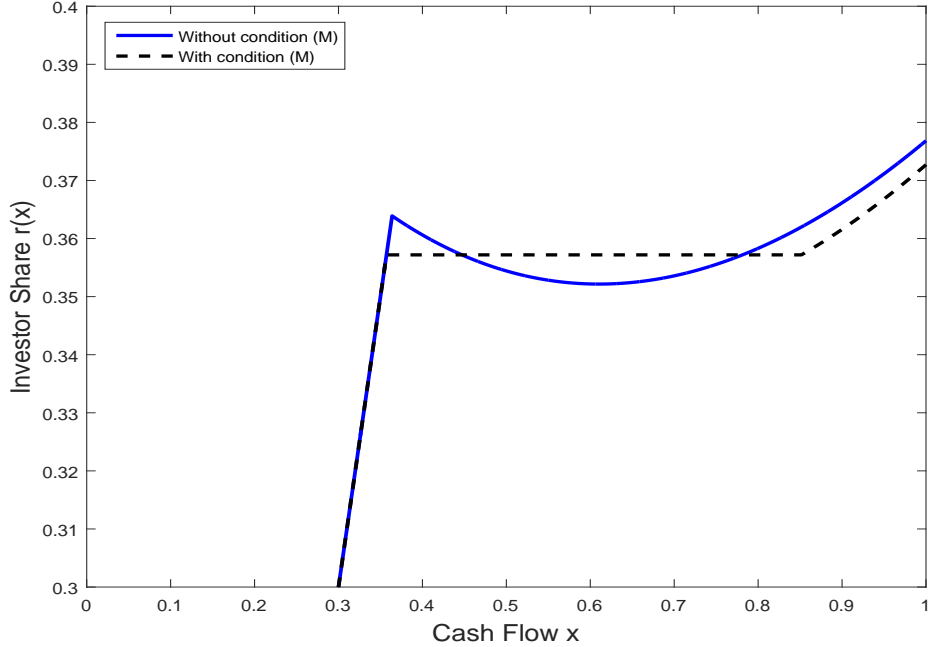
- (i) *The investors' IR constraint binds.*
- (ii) *The security issued to the investors is  $r^M(x)$ , evaluated at  $(a^M, \lambda^M, \mu^M)$ .*

To illustrate the application of Proposition 3, we revert to our running example. Let  $\psi(a) = \frac{1}{2}a^2$  and  $f(x \mid a) = 1 + a(2x - 1)$ . Consider two examples of monotonic contracts.

First, set  $\theta_I = 4$  and  $\theta_E = 20$ . In Figure 3, we exhibit the payoff on the optimal security when monotonicity is not imposed. As seen from the figure, the security has decreasing payoffs for  $x$  greater than approximately 0.6. If the security is required to be monotone, the optimal security is debt. It has a payoff  $r(x) = x$  for  $x \leq$  (approximately) 0.53, and  $r(x) \approx 0.53$  for  $x > 0.53$ .

As a second example, set  $\theta_I = 20$  and  $\theta_E = 10.5$ . We exhibit the second-best contract with and without condition (M) in Figure 4. To highlight the effects of condition (M), we change the scale of the Y-axis to display the relevant region of  $r^M(x)$ . The dashed black line indicates the optimal security when the monotonicity condition is imposed. Note that this security resembles convertible debt with a relatively high conversion threshold. Although not apparent from the figure, when the cash flow is between 0.85 and 1, the security is slightly non-linear.

Overall, then, we find that when the entrepreneur is ambiguity-averse (i.e.,  $\theta_E$  is low) and investors are mildly ambiguity-averse relative to the entrepreneur (i.e.,  $\theta_I$  is sufficiently high rela-



This figure illustrates the effect of requiring the security to have weakly increasing payoffs for both parties. We set  $\theta_I = 20$ ,  $\theta_E = 10.5$ ,  $I = 0.3$ ,  $\psi(a) = \frac{1}{2}a^2$ , and  $f(x | a) = 1 + a(2x - 1)$ .

**Figure 4:** Optimal Security With and Without Monotonicity Requirement

tive to  $\theta_E$ ), the optimal security has strictly increasing payoffs. When the entrepreneur is mildly ambiguity-averse (i.e.,  $\theta_E$  is high), the optimal security can have segments in which its payoff decreases in project cash flow. In this case, introducing the additional restriction that security payoffs are non-decreasing in  $x$  leads to either standard debt (when investors are ambiguity-averse, so  $\theta_I$  is low) or a security that resembles convertible debt with a high strike price for the conversion option (when investors are only mildly ambiguity-averse, so that  $\theta_I$  is high).

### 3.4 Validity of first-order approach

We now identify a sufficient condition for the first-order approach to incentive compatibility to be valid in our problem. As in equation (7), let  $V_E$  denote the entrepreneur's payoff. Let  $w(x) = x - r(x)$ ; then  $V_E = -\theta_E \ln \left( \int_X e^{-\frac{w(x)}{\theta_E}} f(x | a) dx \right) - \psi(a) = -\theta_E \ln \left( e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{w(x)}{\theta_E}} f(x | a) dx \right)$ . Denote  $U = e^{-\frac{V_E}{\theta_E}} = e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{w(x)}{\theta_E}} f(x | a) dx$ . Then, if action  $a$  maximizes  $V_E$ , it must minimize  $U$ .

A sufficient condition for  $U$  to have a local minimum in  $a$  is  $\frac{\partial^2 U}{\partial a^2} > 0$ . Differentiate  $U$  twice with respect to  $a$ . Then, at any point at which the entrepreneurs' IC condition is satisfied, we obtain



$$\frac{\partial^2 U}{\partial a^2} = e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{w(x)}{\theta_E}} f(x | a) \left[ \frac{\psi''(a)}{\theta_E} + \frac{\psi'(a)}{\theta_E} \frac{f_a(x | a)}{f(x | a)} + \frac{f_{aa}(x | a)}{f(x | a)} \right] dx.$$

Because  $e^{\frac{\psi(a)}{\theta_E}} > 0$ , for  $\frac{\partial^2 U}{\partial a^2} > 0$ , it is sufficient for a local minimum that

$$\int_X e^{-\frac{w(x)}{\theta_E}} f(x | a) \left[ \frac{\psi''(a)}{\theta_E} + \frac{\psi'(a)}{\theta_E} \frac{f_a(x | a)}{f(x | a)} + \frac{f_{aa}(x | a)}{f(x | a)} \right] dx > 0 \quad (26)$$

If this equation is satisfied for all  $a$ , then  $U$  is strictly concave in  $a$ , so we have a global minimum.

Note that a sufficient condition for (26) to be satisfied at a given effort level  $a$  is that

$$\psi''(a) + \psi'(a) \frac{f_a(x | a)}{f(x | a)} + \theta_E \frac{f_{aa}(x | a)}{f(x | a)} \geq 0 \text{ for all } x. \quad (27)$$

Condition (26) can also be expressed in terms of the distribution function  $F$ . Applying integration by parts repeatedly to equation (26) and simplifying, an equivalent sufficient condition is

$$e^{-\frac{w(x)}{\theta_E}} \frac{\psi''(a)}{\theta_E} + \int_X \frac{w'(x)}{\theta_E} e^{-\frac{w(x)}{\theta_E}} F(x | a) \left( \frac{\psi''(a)}{\theta_E} + \frac{\psi'(a)}{\theta_E} \frac{F_a(x | a)}{F(x | a)} + \frac{F_{aa}(x | a)}{F(x | a)} \right) dx > 0 \quad (28)$$

This condition is satisfied at a given effort level  $a$  if  $\psi''(a) + \psi'(a)\theta_E \frac{F_a(x|a)}{F(x|a)} + \theta_E \frac{F_{aa}(x|a)}{F(x|a)} > 0$  for all  $x$ .

In our numerical examples, we set  $f(x | a) = 1 + a(2x - 1)$ , so that  $f_a(x | a) = 2x - 1$  and  $f_{aa}(x | a) = 0$ . Therefore, the minimum value of  $\frac{f_a(x|a)}{f(x|a)}$  is  $-\frac{1}{1-a}$ , attained when  $x = 0$ . Further,  $\psi(a) = \frac{1}{2}a^2$ , so that  $\psi'(a) = a$  and  $\psi''(a) = 1$ . Therefore, in the examples,

$$\psi''(a) + \psi'(a) \frac{f_a(x | a)}{f(x | a)} + \theta_E \frac{f_{aa}(x | a)}{f(x | a)} = 1 + \frac{a}{a + \frac{1}{2x-1}}. \quad (29)$$

The minimum value of the RHS is  $1 - \frac{a}{1-a}$ , attained when  $x = 0$ . Therefore, if  $a \leq \frac{1}{2}$ , condition (27) is satisfied for all  $x$ . The entrepreneur's payoff is therefore concave for  $a \in [0, 0.5]$ . In the examples, the values of effort we find are considerably less than 0.5, so we have identified a minimum over the range  $[0, 0.5]$ . Further, the marginal cost of effort at  $a = 0.5$  is sufficiently high that higher values of  $a$  are not optimal for the entrepreneur.

## 4 Dynamic Security Design: Renegotiation

We now consider optimal contracts in a setting in which  $\theta$  increases over time as additional information about the firm is revealed. In particular, we assume that after the initial financing is

obtained, both entrepreneur and investors obtain some information about the cash flow at time 1. As discussed on Page 9, additional information reduces the amount of uncertainty faced by the parties, which in the model translates to an increase in their respective ambiguity-aversion parameters. Specifically, we assume that the ambiguity aversion parameter of the entrepreneur increases from  $\theta_{E0}$  to  $\theta_{E1}$  as a result of the new information. Similarly, the ambiguity aversion parameter of the investors increases from  $\theta_{I0}$  to  $\theta_{I1}$ . For simplicity, we assume that the reference probability measure  $q$  used by both parties.

The change in the preference parameters generates gains to trade between the entrepreneur and the investor, which allows room for renegotiating the optimal contract at date 0.5. To keep the renegotiation problem tractable, we assume, following Hermalin and Katz (1991) and Dewatripont et al. (2003), that at this stage the investor observes the effort that the entrepreneur provided at date 0. However, this effort is non-verifiable and hence non-contractible. The fact that effort is sunk provides a second source of gains to trade at the renegotiation stage, as there is no longer any need to provide incentives to the agent. Thus, the focus of the renegotiation is on finding an efficient way to share ambiguity between the entrepreneur and the investor. Figure 5 provides the sequence of events in the model.

We assume that the entrepreneur has all bargaining power at the renegotiation stage. That is, the entrepreneur makes a take-it-or-leave-it offer to the investors at this stage. The investors (who at this point have observed the effort incurred at time 0) will accept the renegotiation offer if and only if their utility from the new contract is at least as high as their utility from the old contract. If they reject the offer, the initial contract prevails.

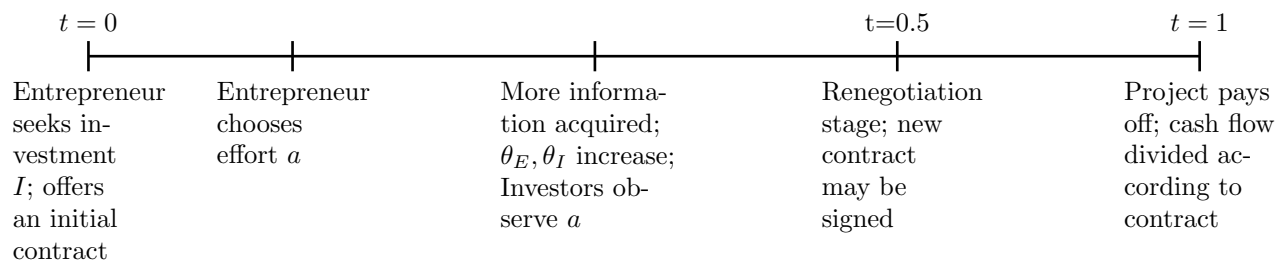


Figure 5: Sequence of events with renegotiation

#### 4.1 Optimal securities with ex-post renegotiation

Recall that, in order to provide incentives to the entrepreneur, the second-best contract turns out to be non-linear (Proposition 2). In particular, although it can have an equity-like component, it also

contains non-linear components. Our main result in this section is that renegotiation eliminates such non-linear components. As effort is no longer an issue at the renegotiation stage, the parties renegotiate the initial contract to an efficient ambiguity-sharing contract that is indeed linear.

Let  $C[0, \bar{x}]$  be the set of continuous functions defined on the domain  $[0, \bar{x}]$ . The set of feasible contracts that satisfies limited liability and monotonicity is defined as:

$$\mathcal{C} := \{r(\cdot) \in C[0, \bar{x}] \mid 0 \leq r(x) \leq x \text{ for all } x, r'(x) \in [0, 1] \text{ for almost all } x\}. \quad (30)$$

Let  $r_0(\cdot)$  and  $r_n(\cdot)$  respectively be the initial and the renegotiated contracts that the entrepreneur offers to the investors. Each of these contracts belongs to the set  $\mathcal{C}$ . The entrepreneur's choice of  $r_n(\cdot)$  depends both on the initial contract  $r_0(\cdot)$  and on the effort  $a$ . Let  $\hat{u}(\cdot)$  be inversely related to investors' utility given the old contract  $r_0(\cdot)$ , effort  $a$  (which is known to the investor before renegotiation occurs), and their new ambiguity aversion parameter. Specifically, define

$$\hat{u}(r_0(\cdot), a; \theta_{I1}) := \int_X e^{-\frac{r_0(x)}{\theta_{I1}}} f(x \mid a) dx \quad (31)$$

Then,  $\hat{u}$  is inversely related to the reservation utility of the investors at the renegotiation stage. At this stage, the entrepreneur offers the investors a contract that maximizes his own utility, subject to the constraint that investors are no worse off under the new contract as compared to the old contract. Recalling that we are working with a decreasing transformation of the utility function, and that the cost of effort is sunk at this stage, the transformed value functional for the entrepreneur at the renegotiation-stage is then:

$$\begin{aligned} T(r_0, a) &:= \min_{r_n(\cdot) \in \mathcal{C}} \int_X e^{-\frac{x-r_n(x)}{\theta_{E1}}} f(x \mid a) dx \\ &\text{subject to } \int_X e^{-\frac{r_n(x)}{\theta_{I1}}} f(x \mid a) dx \leq \hat{u}(r_0(\cdot), a; \theta_{I1}). \end{aligned} \quad (32)$$

Define  $\hat{r}_n(\cdot \mid r_0, a)$  to be the contract that achieves the minimum in equation (32).

At date 0, the entrepreneur chooses the optimal initial contract  $r_0(\cdot)$  and the optimal effort  $a$  to minimize the transformed value functional  $T(r_0, a)$ . Investors must, of course, obtain at least their reservation utility over the course of the game.

We assume that the entrepreneur and the investors are aware at the outset that their preference parameters will evolve from  $\theta_{j0}$  (where  $j \in \{E, I\}$ ) at date 0 to  $\theta_{j1}$  at date 1, and are dynamically consistent. Under this assumption, the time 0 preferences for either the entrepreneur or the

investors are irrelevant to the contract. First, consider the entrepreneur. A dynamically consistent entrepreneur at date 0 evaluates uncertain cash flows at date 1 according to the preference parameter  $\theta_{E1}$ . Thus, the optimal effort given a contract at date 0 solves equation (11) with  $\theta_{E1}$  substituted in for  $\theta_E$ . Using the same transformation that results in equation (15), the objective function at time 0 may be written as  $\min_{r_0(\cdot) \in \mathcal{C}, a} e^{\frac{\psi(a)}{\theta_{E1}}} T(r_0, a)$ .

Investors, in turn are dynamically consistent. At date 0, they recognize that by the time the project yields cash, their ambiguity aversion parameter will have changed to  $\theta_{I1}$  and that, after renegotiation, they will obtain the security  $\hat{r}_n(\cdot)$ . It then follows that only the new optimal contract  $\hat{r}_n$  must satisfy individual rationality for investors, given  $\theta_{I1}$  and the effort  $a$  chosen at date 0.

We assume that the initial contract  $r_0$  must also satisfy limited liability and monotonicity. Thus, the entrepreneur's problem at date 0 can be stated as:

$$\min_{r_0(\cdot) \in \mathcal{C}, a} e^{\frac{\psi(a)}{\theta_{E1}}} T(r_0, a) \quad (33)$$

$$\text{subject to : } \int_X e^{-\frac{\hat{r}_n(x|r_0, a)}{\theta_{I1}}} f(x | a) dx \leq e^{-\frac{I}{\theta_{I1}}}. \quad (34)$$

At this point, the security design problem above may be seen as a special case of the general problem analyzed in Dewatripont et al. (2003). The particular insight we offer is that in our framework with ambiguity aversion, the arrival of new information yields a setting that is mathematically equivalent to a change in the preference parameters of the parties. Further, given such a change, with dynamically consistent agents, only their new preferences affect both the renegotiated contracts and the contract at date 0.

As expected from Dewatripont et al. (2003), the optimal security at date 0 is risky debt, which is of course a piecewise-linear contract. We formally prove this in the next Proposition. As effort is sunk at the renegotiation stage, it is immediate that, in equilibrium, the IR condition (34) must bind. Among feasible contracts and associated efforts that satisfy this binding IR condition, we show that it is optimal for the entrepreneur to offer a risky debt as an initial contract. Therefore, the security design problem at date 0 reduces to choosing the face value of risky debt such that the induced effort by the entrepreneur maximizes the post-renegotiation value of the contract to the entrepreneur.

The intuition underlying the optimal contract is as follows. No matter what the initial contract is, the final contract after renegotiation will provide optimal ambiguity sharing between the investors and the entrepreneur. Thus, renegotiation effectively separates the incentive and the in-

insurance problems that are associated with moral hazard. However, as long as the initial contract provides risky payoffs to the investors, the reservation utility of investors strictly increases with the entrepreneur's effort; that is,  $\partial \hat{u}(r_0, \cdot) / \partial a < 0$ . This increase in investor reservation utility acts as a wedge between the marginal benefit and the marginal cost of effort to the entrepreneur. The initial contract, therefore, must minimize this wedge. Among all date 0 securities, risky debt minimizes this effect.

**Proposition 4.** *Suppose the initial contract too must satisfy limited liability. Then, the optimal initial security is risky debt with a suitably chosen face value  $D^*$ , so that  $r_0^*(x) = \min\{x, D^*\}$ . Further,*

(i) *At the renegotiation stage, the initial security is renegotiated to an efficient piecewise-linear ambiguity-sharing security, given  $\theta_E$  and  $\theta_{I1}$ . That is,  $r_n^*$  satisfies*

$$r_n^*(x) = \min \left\{ x, \left( \frac{\theta_{I1}}{\theta_{I1} + \theta_{E1}} x + \frac{\theta_{I1}\theta_{E1}}{\theta_{I1} + \theta_{E1}} \left( \ln \frac{\lambda_n \theta_{E1}}{\theta_{I1}} - \ln e^{\frac{\psi(a^*)}{\theta_{E1}}} \right) \right)^+ \right\}, \quad (35)$$

where  $\lambda_n$  is the Lagrange multiplier associated with the inequality constraint in (32).

(ii) *The entrepreneur's effort  $a^*$  is strictly lower than in the first-best problem given  $\theta_{E1}$  and  $\theta_{I1}$ .*

As shown in Example 1, the security that solves the first-best problem is piecewise-linear, and may be any one of convertible debt, levered equity, or unlevered equity, depending on the exact parameter values. Thus, the solution to the security design problem with renegotiation sees risky debt issued at date 0, with the debt being transformed by the addition of an equity component (in the case of levered equity or convertible debt) or being directly converted to equity (in the case of unlevered equity) at the renegotiation stage. Although in our model renegotiation is assumed to always occur, it is natural to think of renegotiation as being dependent on the outcomes that obtain between dates 0 and 0.5. In this case, the initial security itself may be interpreted as convertible debt — it starts out as debt, and either converts wholly or partially into equity at date 0.5, or at the minimum specifies a precise conversion option. In fact, Cornelli and Yosha (2003) show that the outcome with renegotiation can be replicated by issuing convertible debt at date 0.

The solution here has some resemblance to the outcomes that result in stage financing when a firm raises money from venture capitalists in multiple stages. An important difference, of course, is that we do not model the need for additional investment at the new stage, so our analysis can

be interpreted in terms of the security held by an initial investor who does not inject new capital at the next stage.

## 4.2 Example 3

As in Examples 1 and 2, let the cash-flow set be  $X = [0, 1]$ , and let the action set be  $A = [0, 1]$ . Set  $f(x | a) = (1 - a) \cdot 1 + a(2x) = 1 + a(2x - 1)$  and let  $\psi(a) = \frac{1}{2}a^2$ . Finally, set  $I = 0.3$ .

At the initial stage, we assume that the entrepreneur's ambiguity aversion parameter is  $\theta_{E0} = 1$  and the investor's parameter is  $\theta_{I0} = 1.422$ . At the renegotiation stage,  $\theta_I$  increases from 1.422 to 4 and  $\theta_E$  from 1 to 2.

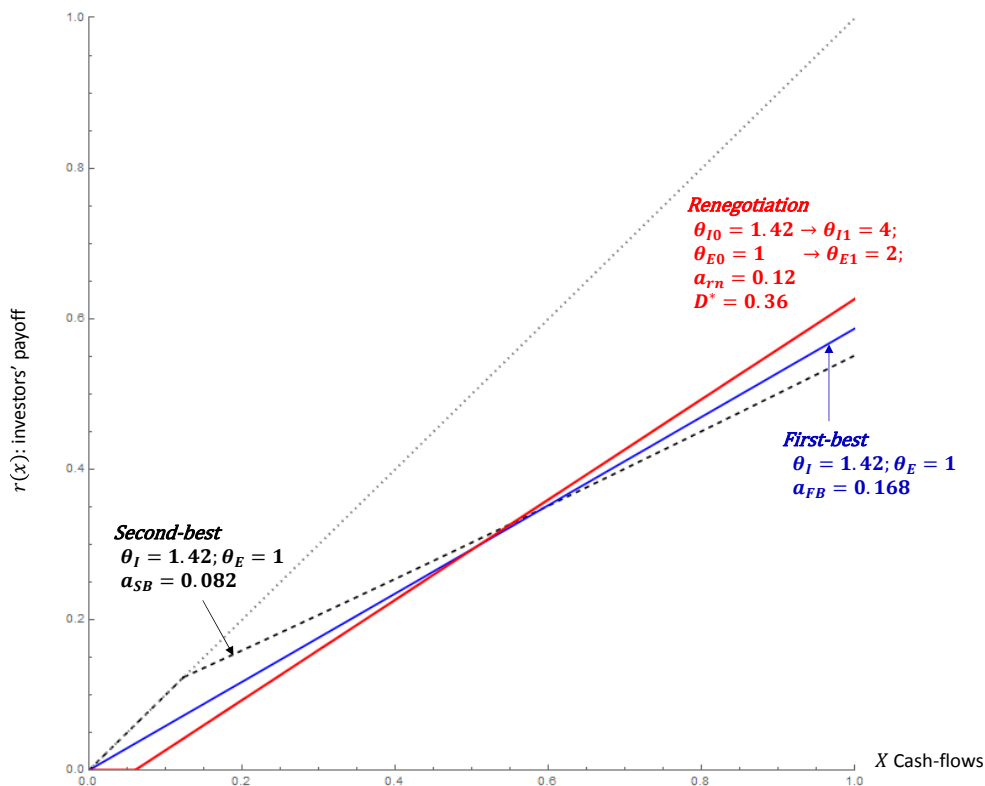


Figure 6: Optimal securities with ex-post renegotiation

First, suppose there is no renegotiation, and the investors' ambiguity aversion parameter remains  $\theta_{I0} = 1.422$ . The blue solid line in Figure 6 depicts the first-best security and the blue dashed line the second-best security in this case.

Next, suppose that  $\theta_I$  increases to 4 at date 0.5, and suppose that renegotiation can occur. The optimal initial contract is now risky debt with face value  $D^* = 0.36$ . At the renegotiation, efficient

ambiguity-sharing leads to the red solid line, which represents a levered equity contract. Note that the slope of the renegotiated contract is  $\theta_{I1}/(\theta_{E1} + \theta_{I1}) = 0.67$ , which is steeper than that of the first best contract  $\theta_{I0}/(\theta_{I0} + \theta_{E0}) = 0.59$ .

|                  | Without renegotiation |                  | With renegotiation |
|------------------|-----------------------|------------------|--------------------|
|                  | First-best            | Second-best      |                    |
| Optimal contract | Equity                | Convertible debt | Levered equity     |
| Initial contract | -                     | -                | Risky debt         |
| Optimal effort   | 0.168                 | 0.082            | 0.12               |

**Table 2:** Summary

Table 2 summarizes the optimal actions of the entrepreneur in the various cases we consider. We find the entrepreneur’s optimal effort with renegotiation is strictly less than the first best. This under-provision of effort is not surprising because the reservation utility of investors strictly increases with the entrepreneur’s effort, unlike the first-best with full commitment.

Recall that due to the entrepreneur’s incentive compatibility condition, the second-best contract is non-linear (Proposition 2). Hence, it cannot be directly implemented with equity, even though it can have equity-like component. However, as we have shown, with renegotiation the optimal contracts are piecewise-linear at both the initial and renegotiation stages (debt and levered equity, respectively).

## 5 Conclusion

We extend the Innes (1990) model of a risk-neutral entrepreneur and investors to allow for ambiguity-aversion, using the multiplier preferences introduced by Hansen and Sargent (2001). Ambiguity aversion of both parties creates a benefit from ambiguity-sharing. If effort is directly contractible, the optimal contract features a security that directly includes an equity component, and is interpretable as either convertible debt or levered equity.

When the entrepreneur’s action is not contractible, the optimal contract must be designed to provide incentives for effort. The investor now receives more cash in low cash flow states, compared to the security in the first-best contract. If the entrepreneur is sufficiently ambiguity-averse, the contract resembles equity in high cash flow states, but has payments to the investors that are non-linear in the project cash flow. If the entrepreneur has a low degree of ambiguity aversion, the security can have non-monotone payments that decrease over some range of project cash flow. In

this case, imposing monotonicity of the claims held by both entrepreneur and investors leads to the optimal security being either plain vanilla debt, or debt that with a conversion option in high cash flow states.

Over time, more information about the firm becomes available, and to the extent that multiplier preferences can also be represented as constraint preferences, it is reasonable to think of both parties become less ambiguity-averse in the future. We consider the implications of this for security design. We show that renegotiation in this setting eliminates non-linear components in the second-best contract, because incentive compatibility is no longer issue at the renegotiation. As a result, convertible debt emerges as an optimal contract: the entrepreneur initially offers a risky debt contract, which is renegotiated to either explicitly convertible debt or levered equity.

Our results imply that ambiguity-sharing may underlie the design of venture capital contracts, which generally feature either an equity component or convertibility. While there are many theories that lead to the optimality of equity or convertible debt, our model provides a parsimonious and plausible explanation for the existence of such contracts.



## A Appendix

### A.1 Relationship between multiplier preferences and constraint preferences

Define the constraint preference problem

$$J(\eta) \triangleq \min_{p \in \Delta(q)} \left\{ \int u(x)p(x)dx : R(p||q) \leq \eta \right\} \quad (36)$$

Next, construct the Lagrangian associated with  $J(\eta)$ :

$$\mathcal{L} = \int u(x)p(x)dx + \theta (R(p||q) - \eta) \quad (37)$$

Now, define the Lagrangian dual function to  $J(\eta)$  as

$$L(\theta) \triangleq \min_{p \in \Delta(q)} \left\{ \int (u(x) - \theta \eta) p(x)dx + \theta R(p||q) \right\} \quad (38)$$

Assume that strong duality holds. Then, we have:

**Lemma A1.** *Suppose the minimum of  $J(\eta)$  is finite. Then there exists a  $\theta > 0$  such that:*

$$J(\eta) = \max_{\theta > 0} L(\theta) \quad (39)$$

*Proof.* See Chapter 6 in Luenberger (1969). □

Now, by the representation Lemma in Dupuis and Ellis (1997), we have

$$L(\theta) = \min_{p \in \Delta(q)} \left\{ \int (u(x) - \theta \eta) p(x)dx + \theta R(p||q) \right\} = -\theta \log \left( \int \exp \left( -\frac{u(x)}{\theta} \right) q(x)dx \right) - \theta \cdot \eta$$

The optimal  $\theta$  satisfies the first-order condition:

$$-\log \left( \int e^{-u(x)/\theta} q(x)dx \right) + \frac{1}{\theta} \frac{\int \exp(-u(x)/\theta) u(x)q(x)dx}{\int \exp(-u(x)/\theta) q(x)dx} - \eta = 0$$

Therefore, the optimal  $\theta^*(\eta)$  depends on  $\eta$ : a change in  $\eta$  leads to  $\theta$ . □

### A.2 Proofs

#### Proof of Lemma 1

First, consider the IR constraint in equation (12). Dividing throughout by  $-\theta_I$ , we have

$$\ln \left( \int_X e^{-\frac{r(x)}{\theta_I}} f(x | a) dx \right) \leq -\frac{I}{\theta_I} = \ln \left( e^{-\frac{I}{\theta_I}} \right).$$

Taking the exponential of both sides yields the constraint (IR2) exhibited in equation (16).

Next, consider the IC constraint in equation (13). Multiply throughout by  $-\frac{\int_X e^{-\frac{x-r(x)}{\theta_E}} f(x|a)dx}{\theta_E}$  to obtain

$$\int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx + \frac{\psi'(a)}{\theta_E} \int_X e^{-\frac{x-r(x)}{\theta_E}} f_a(x | a) dx = 0,$$

which is the constraint (IC2) exhibited in equation (17).

Now, observe that the limited liability constraints are identical in problems P1 and P2. As the IR and IC constraints are also equivalent across these problems, the feasible sets of  $(r, a)$  are identical in both problems.

Finally, consider the objective function in problem P1, as exhibited in equation (11). Denote  $\Phi(r, a) = -\theta_E \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) - \psi(a)$ . Then,

$$\begin{aligned} \Phi(r, a) &= -\theta_E \left[ \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) + \frac{\psi(a)}{\theta_E} \right] \\ &= -\theta_E \left[ \ln \left( \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right) + \ln \left( e^{\frac{\psi(a)}{\theta_E}} \right) \right] \\ &= -\theta_E \ln \left( e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right). \end{aligned} \quad (40)$$

Now, maximizing  $\Phi(r, a)$  is equivalent to minimizing  $-\frac{1}{\theta_E} \Phi(r, a) = \ln \left( e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx \right)$ .

Finally, minimizing the last expression is equivalent to minimizing its exponential,

$e^{\frac{\psi(a)}{\theta_E}} \int_X e^{-\frac{x-r(x)}{\theta_E}} f(x | a) dx$ . The latter is the object being minimized in equation (15) in Problem P2.

The problems P1 and P2 are therefore equivalent, and must have the same solution sets.  $\blacksquare$

### Proof of Proposition 1

(i) Note that, as  $I > 0$ , the investors' IR constraint can only be satisfied if  $r(x) > 0$  over some set of positive measure,  $Y \subseteq X$ . Now, suppose the IR constraint is slack and the optimal security is  $\tilde{r}(x)$ , so that  $\int_X e^{-\frac{\tilde{r}(x)}{\theta_I}} f(x | a) dx < e^{-\frac{I}{\theta_I}}$ . For some  $\epsilon > 0$ , set  $\hat{r}(x) = \tilde{r}(x) - \epsilon$  if  $x \in Y$  and  $\hat{r}(x) = \tilde{r}(x)$  if  $x \notin Y$ . As  $\tilde{r}(x) > 0$  for all  $x \in Y$ , there exists some  $\epsilon > 0$  such that  $\hat{r}(x) \geq 0$  for

$x \in Y$  and  $\int_X e^{-\frac{\hat{r}(x)}{\theta_I}} f(x | a) dx < e^{-\frac{I}{\theta_I}}$ . It is immediate that the security  $\hat{r}(x)$  yields a higher payoff to the entrepreneur than  $\tilde{r}(x)$ , so that  $\tilde{r}(x)$  cannot be an optimal security.

(ii) Optimize the Lagrangian pointwise with respect to  $r(x)$ . At a fixed value of  $x$ , the first-order condition  $\frac{\partial \mathcal{L}_f}{\partial r} = 0$  yields

$$\begin{aligned} \frac{e^{\frac{\psi(a)}{\theta_E}}}{\theta_E} e^{-\frac{x-r(x)}{\theta_E}} f(x | a) - \frac{\lambda}{\theta_I} e^{-\frac{r(x)}{\theta_I}} f(x | a) - \underline{\gamma}_x + \bar{\gamma}_x &= 0 \\ \left[ e^{-\frac{x-r(x)}{\theta_E} + \frac{\psi(a)}{\theta_E}} - \frac{\lambda \theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I}} \right] \frac{f(x | a)}{\theta_E} &= \underline{\gamma}_x - \bar{\gamma}_x. \end{aligned} \quad (41)$$

Now, there are three cases to consider.

Case 1:  $\underline{\gamma}_x > 0$ . Then,  $r(x) = 0$  by complementary slackness, so it follows that  $\bar{\gamma}_x = 0$ . Equation (41) reduces to

$$\left[ e^{\frac{-x+\psi(a)}{\theta_E}} - \frac{\lambda \theta_E}{\theta_I} \right] \frac{f(x | a)}{\theta_E} = \underline{\gamma}_x. \quad (42)$$

As  $\frac{f(x|a)}{\theta_E} > 0$ , it follows that  $e^{\frac{-x+\psi(a)}{\theta_E}} > \frac{\lambda \theta_E}{\theta_I}$ . Taking natural logs on both sides and rearranging, we have

$$x < \psi(a) - \theta_E \ln \left( \frac{\lambda \theta_E}{\theta_I} \right). \quad (43)$$

As  $x > 0$ , there exist values of  $x$  for which this case is feasible only if  $\ln \left( \frac{\lambda \theta_E}{\theta_I} \right) < \frac{\psi(a)}{\theta_E}$ .

Case 2:  $\bar{\gamma}_x > 0$ . Then,  $r(x) = x$  by complementary slackness, so it follows that  $\underline{\gamma}_x = 0$ . Equation (41) reduces to

$$\left[ e^{\frac{\psi(a)}{\theta_E}} - \frac{\lambda \theta_E}{\theta_I} e^{-\frac{x}{\theta_I}} \right] \frac{f(x | a)}{\theta_E} = -\bar{\gamma}_x. \quad (44)$$

As  $\frac{f(x|a)}{\theta_E} > 0$ , it follows that  $e^{\frac{\psi(a)}{\theta_E}} < \frac{\lambda \theta_E}{\theta_I} e^{-\frac{x}{\theta_I}}$ . Taking natural logs on both sides and rearranging, we have

$$x < \theta_I \left[ \ln \left( \frac{\lambda \theta_E}{\theta_I} \right) - \frac{\psi(a)}{\theta_E} \right]. \quad (45)$$

As  $x > 0$ , there exist values of  $x$  for which this case is feasible only if  $\ln \left( \frac{\lambda \theta_E}{\theta_I} \right) < \frac{\psi(a)}{\theta_E}$ .

Case 3:  $\bar{\gamma}_x = \underline{\gamma}_x = 0$ . Then,  $r(x) \in (0, x)$ . Here, equation (41) reduces to

$$\left[ e^{-\frac{x-r(x)}{\theta_E} + \frac{\psi(a)}{\theta_E}} - \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I}} \right] \frac{f(x|a)}{\theta_E} = 0. \quad (46)$$

As  $\frac{f(x|a)}{\theta_E} > 0$ , it must be that  $e^{-\frac{x-r(x)}{\theta_E} + \frac{\psi(a)}{\theta_E}} = \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I}}$ . Taking natural logs on both sides, we have

$$\begin{aligned} -\frac{x}{\theta_E} + \frac{r(x)}{\theta_E} + \frac{\psi(a)}{\theta_E} &= \ln\left(\frac{\lambda\theta_E}{\theta_I}\right) - \frac{r(x)}{\theta_I} \\ r(x) &= \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I\theta_E}{\theta_I + \theta_E} \left( \ln\left(\frac{\lambda\theta_E}{\theta_I}\right) - \frac{\psi(a)}{\theta_E} \right). \end{aligned} \quad (47)$$

Now, let  $\lambda_f$  and  $a_f$  be the values of  $\lambda$  and  $a$  when the Lagrangian has been optimized. Denote the RHS of (47), evaluated at  $\lambda = \lambda_f$  and  $a = a_f$ , by  $\hat{r}(x)$ . It follows that if  $\hat{r}(x) \in (0, x)$ , then  $r_f(x) = \hat{r}(x)$ . If  $\hat{r}(x) < 0$ , then  $r_f(x) = 0$ , so that we are in Case 1. Note that this case can occur only if  $\ln\left(\frac{\lambda\theta_E}{\theta_I}\right) < \frac{\psi(a)}{\theta_E}$ . Finally, if  $\hat{r}(x) > x$ , then  $r_f(x) = x$ , putting us in Case 2. Note that this case can occur only if  $\ln\left(\frac{\lambda\theta_E}{\theta_I}\right) > \frac{\psi(a)}{\theta_E}$ .

Substitute  $\frac{\psi(a)}{\theta_E} = \ln e^{\frac{\psi(a)}{\theta_E}}$ . Then, the contract in the statement of the proposition, in equation (20), succinctly describes the three cases. ■

## Proof of Proposition 2

We prove part (ii) first and then part (i).

(ii) The proof of part (ii) closely mirrors the proof of Proposition 1 (ii).

Optimize the Lagrangian pointwise with respect to  $r(x)$ . At a fixed value of  $x$ , the first-order condition  $\frac{\partial \mathcal{L}}{\partial r} = 0$  yields

$$\begin{aligned} \frac{e^{\frac{\psi(a)}{\theta_E}}}{\theta_E} e^{-\frac{x-r(x)}{\theta_E}} f(x|a) - \frac{\lambda}{\theta_I} e^{-\frac{r(x)}{\theta_I}} f(x|a) \\ + \frac{\mu}{\theta_E} \left( e^{-\frac{x-r(x)}{\theta_E}} f_a(x|a) + \frac{\psi'(a)}{\theta_E} e^{-\frac{x-r(x)}{\theta_E}} f(x|a) \right) - \underline{\gamma}_x + \bar{\gamma}_x &= 0 \\ e^{-\frac{x-r(x)}{\theta_E}} \left[ e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) - \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I} + \frac{x-r(x)}{\theta_E}} \right] \frac{f(x|a)}{\theta_E} &= \underline{\gamma}_x - \bar{\gamma}_x. \end{aligned} \quad (48)$$

Now, there are three cases to consider.

Case 1:  $\underline{\gamma}_x > 0$ . Then,  $r(x) = 0$  by complementary slackness, so it follows that  $\bar{\gamma}_x = 0$ . Equation

(48) reduces to

$$e^{-\frac{x}{\theta_E}} \left[ e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) - \frac{\lambda\theta_E}{\theta_I} e^{\frac{x}{\theta_E}} \right] \frac{f(x|a)}{\theta_E} = \underline{\gamma}_x. \quad (49)$$

As  $e^{-\frac{x}{\theta_E}}$ ,  $f(x|a)$ , and  $\theta_E$  are all strictly positive, it follows that

$$e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) > \frac{\lambda\theta_E}{\theta_I} e^{\frac{x}{\theta_E}}. \quad (50)$$

Taking natural logs on both sides, we have

$$\ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) \right) > \ln \frac{\lambda\theta_E}{\theta_I} + \frac{x}{\theta_E}. \quad (51)$$

Recall that, by MLRP,  $\frac{f_a(x|a)}{f(x|a)}$  is strictly increasing in  $x$ . Therefore, both sides of the last equation are strictly increasing in  $x$ . Therefore, the equation  $\ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) \right) = \ln \frac{\lambda\theta_E}{\theta_I} + \frac{x}{\theta_E}$  can have zero or multiple roots, depending on parameters.

Case 2:  $\bar{\gamma}_x > 0$ . Then,  $r(x) = x$  by complementary slackness, so it follows that  $\underline{\gamma}_x = 0$ . Equation (48) reduces to

$$\left[ e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) - \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I}} \right] \frac{f(x|a)}{\theta_E} = -\bar{\gamma}_x. \quad (52)$$

As  $\frac{f(x|a)}{\theta_E} > 0$ , it follows that

$$\begin{aligned} e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) &< \frac{\lambda\theta_E}{\theta_I} e^{-\frac{x}{\theta_I}} \\ \ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) \right) &< \ln \frac{\lambda\theta_E}{\theta_I} - \frac{x}{\theta_I}. \end{aligned} \quad (53)$$

The LHS of the last equation is strictly increasing in  $x$ , and the RHS is strictly decreasing. Therefore, either (a) the inequality is violated for all  $x \geq 0$ , or (b) there exists a threshold  $\hat{x}$  such that the inequality holds for  $x \leq \hat{x}$ .

Case 3:  $\underline{\gamma}_x = \bar{\gamma}_x = 0$ . Then,  $r(x) \in (0, x)$ . Here, equation (48) reduces to

$$e^{-\frac{x-r(x)}{\theta_E}} \left[ e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) - \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I} + \frac{x-r(x)}{\theta_E}} \right] \frac{f(x|a)}{\theta_E} = 0, \quad (54)$$

which implies that

$$e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) = \frac{\lambda\theta_E}{\theta_I} e^{-\frac{r(x)}{\theta_I} + \frac{x-r(x)}{\theta_E}} \quad (55)$$

$$\ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) \right) = \ln \frac{\lambda\theta_E}{\theta_I} - \frac{r(x)}{\theta_I} + \frac{x-r(x)}{\theta_E}. \quad (56)$$

The last equation directly implies that

$$r(x) = \frac{\theta_I}{\theta_I + \theta_E} x + \frac{\theta_I \theta_E}{\theta_I + \theta_E} \left\{ \ln \frac{\lambda\theta_E}{\theta_I} - \ln \left( e^{\frac{\psi(a)}{\theta_E}} + \mu \left( \frac{f_a(x|a)}{f(x|a)} + \frac{\psi'(a)}{\theta_E} \right) \right) \right\}. \quad (57)$$

Now, let  $a^*$ ,  $\lambda^*$ , and  $\mu^*$  denote the values of the respective variables when the Lagrangian has been optimized. Let  $\hat{r}(x)$  denote the RHS of equation (57). It follows that  $r^*(x) = \hat{r}(x)$  when  $\hat{r}(x) \in [0, x]$ ,  $r^*(x) = 0$  when  $\hat{r}(x) < 0$ , and  $r^*(x) = x$  when  $\hat{r}(x) > x$ . The statement of part (ii) describes these possibilities in a more succinct manner.

(i) Suppose that the IR constraint does not bind, so that  $\lambda^* = 0$ . Consider the expression for  $\hat{r}(x)$  in equation (57). As  $\lambda \rightarrow 0$ , regardless of the value of  $x$ , the term  $\ln \frac{\lambda\theta_E}{\theta_I} \rightarrow -\infty$ , so it follows that  $\hat{r}(x) < 0$  and  $r(x) = 0$ . However, if  $r(x) = 0$  for all  $x$ , the IR constraint is trivially violated, so we have a contradiction. Therefore, the IR constraint must bind. ■

### Proof of Proposition 3

As in the proof of Proposition 2, we first show part (ii).

Denote  $\rho = r'(x)$ . For any given  $a$ , the corresponding Hamiltonian (or point-wise Lagrangian) is

$$\begin{aligned} H(x, \lambda, \mu, r(\cdot), \rho(\cdot)) &= e^{\frac{\psi(a)}{\theta_E}} e^{-\frac{(x-r(x))}{\theta_E}} f(x|a) + \lambda \left( e^{-\frac{r(x)}{\theta_I}} f(x|a) - e^{-I/\theta_I} \right) \\ &\quad + \mu \left( \frac{\psi'(a)}{\theta_E} e^{-\frac{(x-r(x))}{\theta_E}} f(x|a) + e^{-\frac{(x-r(x))}{\theta_E}} f_a(x|a) \right) + \xi(x)\rho(x), \end{aligned} \quad (58)$$

where we temporarily suppress the limited liability constraints  $0 \leq r(x) \leq x$  and the constraint  $\rho(x) \leq 1$ . Further,  $\xi$  is the costate variable associated with  $\rho = r'$ .

Let  $\bar{r}(x)$  be the optimal security given that condition (M) has been imposed. By Pontryagin's minimum principle, the necessary conditions for an optimum  $(\bar{r}(x), \rho(x))$  are:

(i)  $\rho(x) = \operatorname{argmin}_{0 \leq \tilde{\rho}(x)} H(x, \lambda, \mu, \bar{r}(\cdot), \tilde{\rho}(\cdot)).$

(ii) The costate variable associated with  $\rho(x)$  satisfies

$$\xi'(x) = -\frac{\partial H}{\partial r}(x). \quad (59)$$

(iii) Since  $r(0) = 0$  (by limited liability for both investors and entrepreneur), but  $r(\bar{x})$  can lie in the range  $[0, \bar{x}]$ , the transversality condition of the costate variable is  $0 = \xi(\bar{x}) = -\int_0^{\bar{x}} \frac{\partial H}{\partial r}(x) dx$ .

The optimality condition with respect to the control  $\rho(x)$  is that, for all  $x$ ,

$$\rho(x) = \operatorname{argmin}_{0 \leq \rho(x) \leq 1} H(x, \lambda, \mu, r(\cdot), \rho(\cdot)) = \operatorname{argmin}_{0 \leq \rho(x) \leq 1} \xi(x)\rho(x) \quad (60)$$

That is,

$$\rho(x) = \begin{cases} 0 & \text{if } \xi(x) > 0 \\ 1 & \text{if } \xi(x) < 0 \\ (0, 1) & \text{if } \xi(x) = 0 \end{cases} \quad (61)$$

The following cases emerge.

Case 1:  $\xi(x) = 0$  over a range of positive measure, so  $\xi'(x) = 0$  over this range. From equation (59), we have

$$\frac{\partial H}{\partial r}(x) = e^{-\frac{w(x)}{\theta_E}} f(x|a) \left( \frac{1}{\theta_E} e^{\frac{\psi(a)}{\theta_E}} - \frac{\lambda}{\theta_I} e^{-\frac{r(x)}{\theta_I} + \frac{x-r(x)}{\theta_E}} + \mu \left( \frac{\psi'(a)}{\theta_E^2} + \frac{1}{\theta_E} \frac{f_a(x|a)}{f(x|a)} \right) \right) = 0 \quad (62)$$

Notice that this last equation coincides with the optimality condition of the security  $r(x)$  in the second-best contract when neither limited liability condition binds. Observe that in this case  $r(x)$  is strictly increasing:  $r'(x) = \rho(x) \in (0, 1)$ .

Case 2:  $\xi(x) > 0$  over some range of positive measure. Then  $\rho(x) = r'(x) = 0$  over this range, which implies  $r(x) = c_0$ , for some constant  $c_0 \in \mathbb{R}$ . From equation (59), we have

$$e^{-\frac{(x-c_0)}{\theta_E}} f(x|a) \left( \frac{\lambda}{\theta_I} e^{\frac{x}{\theta_E} - \frac{\theta_E + \theta_I}{\theta_I \theta_E} c_0} - \mu \frac{1}{\theta_E} \frac{f_a(x|a)}{f(x|a)} - \frac{1}{\theta_E} e^{\frac{\psi(a)}{\theta_E}} - \mu \frac{\psi'(a)}{\theta_E^2} \right) = \xi'(x) \quad (63)$$

Case 3:  $\xi(x) < 0$  over some range of positive measure. Then  $\rho(x) = r'(x) = 1$ , which implies

$r(x) = x - \hat{c}_0$  and  $w(x) = \hat{c}_0$  for some  $\hat{c}_0 \in \mathbb{R}$ . From (59), we have

$$e^{-\frac{\hat{c}_0}{\theta_E}} f(x|a) \left( \frac{\lambda}{\theta_I} e^{-\left(\frac{x}{\theta_I} - \frac{\theta_I + \theta_E}{\theta_E \theta_I} \hat{c}_0\right)} - \mu \frac{1}{\theta_E} \frac{f_a(x|a)}{f(x|a)} - \frac{1}{\theta_E} e^{\frac{\psi(a)}{\theta_E}} - \mu \frac{\psi'(a)}{\theta_E^2} \right) = \xi'(x) \quad (64)$$

Observe that the mapping

$$x \mapsto \frac{\lambda}{\theta_I} e^{-\left(\frac{x}{\theta_I} - \frac{\theta_I + \theta_E}{\theta_E \theta_I} \hat{c}_0\right)} - \mu \frac{1}{\theta_E} \frac{f_a(x|a)}{f(x|a)} - \frac{1}{\theta_E} e^{\frac{\psi(a)}{\theta_E}} - \mu \frac{\psi'(a)}{\theta_E^2} \quad (65)$$

is strictly decreasing in  $x$ .

Given the parameters  $(\theta_E, \theta_I)$ , the optimal values of  $(a, \lambda, \mu)$  must satisfy one of the following cases.

(i) Suppose that  $\xi(0) > 0$ . Then, as  $r(0) = 0$  by limited liability for both investors and entrepreneur, it follows that  $c_0 = 0$ . Then, the equation  $\xi(x) = 0$  must have a solution in  $[0, \bar{x}]$ . Otherwise,  $\xi(x) > 0$  for all  $x \in [0, \bar{x}]$ , which implies  $r(x) = 0$  for all  $x \in [0, \bar{x}]$ , which violates the investors' IR constraint. Let  $\hat{x}_0(a, \lambda, \mu)$  be such solution. Then, it must be that  $\xi(x) = 0$  for all  $x \in [\hat{x}_0, \bar{x}]$ . To see this, suppose that  $\xi(x) < 0$  for some  $\tilde{x} \in [\hat{x}_0, \bar{x}]$ . As the mapping in equation (65) is strictly decreasing, it must be that  $\xi'(x) < 0$  for all  $x > \tilde{x}$ . However, in this case, we have  $\xi(\bar{x}) < 0$ , which violates the boundary condition  $\xi(\bar{x}) = 0$ . Therefore,  $\xi(x) = 0$  on  $[\hat{x}_0, \bar{x}]$  and we have the situation in equation (62).

(ii) Suppose that  $\xi(0) < 0$ . Then, as  $r(0) = 0$ , it follows that  $\hat{c}_0 = 0$ . Also, it must be that  $\xi'(0) > 0$ . Otherwise, we have  $\xi'(0) \leq 0$  for all  $x \in [0, \bar{x}]$ , which would lead to a violation of the boundary condition  $\xi(\bar{x}) = 0$ . With  $\xi(0) < 0$  and  $\xi'(0) > 0$ , the function  $\xi(x)$  is an increasing and concave function in  $x$  on  $[0, \hat{x}_0]$  where  $\hat{x}_0 = \hat{x}_0(a, \lambda, \mu)$  is a solution of the equation  $\xi(x) = 0$ . Further, it follows that  $\xi(x) \geq 0$  for all  $x \in [\hat{x}_0, \bar{x}]$ . Then,

(a) Suppose that  $\xi'(x) < 0$  for all  $x \in [\hat{x}_0, \bar{x}]$ . Then  $\xi(x) = 0$  for all  $x \in [\hat{x}_0, \bar{x}]$ . Thus  $r(x) = r^*(x)$  on  $x \in [\hat{x}_0, \bar{x}]$ .

(b) Suppose that  $\xi'(x) > 0$  for some  $x \in [\hat{x}_0, \hat{x}_1]$  and  $\xi'(x) < 0$  for some  $x \in [\hat{x}_1, \hat{x}_2]$ , where  $\xi'(\hat{x}_1) = 0$ . Then,  $\xi(x) > 0$  for  $x \in [\hat{x}_1, \hat{x}_2]$ . Hence  $r(x)$  is a constant for  $x \in [\hat{x}_1, \hat{x}_2]$ . The decreasing mapping in equation (65) and the transversality condition  $\xi(\bar{x}) = 0$  ensure that  $\xi(x) = 0$  for  $x \in [\hat{x}_2, \bar{x}]$ . That is,  $r(x) = r^*(x)$  on  $[\hat{x}_2, \bar{x}]$ . Finally, if  $\hat{x}_2 = \bar{x}$ , then the security is standard debt.



The function  $r^M(x)$  as defined in the text encapsulates these various cases.

The proof of part (i) now completely mirrors the proof of Proposition 2, part (i).  $\blacksquare$

### Proof of Proposition 4

*Proof.* Once we show that a risky debt contract minimizes the marginal effect of effort to the investors' reservation utility  $|\partial\hat{u}(\cdot)/\partial a|$ , the proofs are same as Lemma A.2 in Dewatripont et al. (2003).

Suppose that  $r_0(\cdot)$  is an arbitrary initial contract in  $\mathcal{C}$ ; that is,  $r'(x) \in [0, 1]$  for all  $x$ . Then, the investors' reservation utility is increasing in effort:

$$\begin{aligned} -\frac{\partial}{\partial a}\hat{u}(\cdot) &= \int_X -e^{-\frac{r_0(x)}{\theta_{I1}}} f_a(x|a) dx = \int_X e^{-\frac{r_0(x)}{\theta_{I1}}} \frac{f_a(x|a)}{f(x|a)} f(x|a) dx \\ &= \mathbb{E}_{x \sim f(\cdot|a)} \left[ -e^{-\frac{r_0(x)}{\theta_{I1}}} \cdot \left( \frac{f_a(x|a)}{f(x|a)} \right) \right] \stackrel{(a)}{=} \text{COV} \left[ -e^{-\frac{r_0(x)}{\theta_{I1}}}, \left( \frac{f_a(x|a)}{f(x|a)} \right) \right] \stackrel{(b)}{\geq} 0. \end{aligned} \quad (66)$$

Here, the equality (a) is valid because

$$\mathbb{E} \left[ \frac{f_a(x|a)}{f(x|a)} \right] = \int_X \frac{f_a(x)}{f(x)} f(x) dx = \int_X f_a(x) dx = \frac{\partial}{\partial a} \left( \int_X f(x) dx \right) = 0, \quad (67)$$

where the derivative and integral may be interchanged because the domain  $X$  is compact. Further, the inequality (b) is valid because the log-likelihood ratio  $\left( \frac{f_a(x|a)}{f(x|a)} \right)$  is increasing in  $x$  by MLRP, and the mapping  $x \mapsto -e^{-\frac{r_0(x)}{\theta_{I1}}}$  is increasing by the monotonicity assumption on  $r_0(x)$ .

Now turn to show that a risky debt minimizes the magnitude  $|\partial\hat{u}/\partial a|$ . Consider a risky debt contract with face value  $D$ , denoted by  $\delta(x) = \min\{x, D\}$ . Let  $r(\cdot) \in \mathcal{C}$  be any non-debt contract that provides the same reservation utility as  $\delta(\cdot)$ :

$$\int -e^{-\frac{r(x)}{\theta_{I1}}} f(x|a) dx = \int -e^{-\frac{\delta(x)}{\theta_{I1}}} f(x|a) dx. \quad (68)$$

Now, define  $\beta(x) := e^{-r(x)/\theta_{I1}} - e^{-\delta(x)/\theta_{I1}}$ . It is immediate that  $\beta$  is decreasing in  $x$ . Hence, there exists a unique  $\hat{x} \in (0, \bar{x})$  such that  $\beta(x) \geq 0$  for  $x \in [0, \hat{x}]$  and  $\beta(x) \leq 0$  for  $x \in (\hat{x}, \bar{x}]$ . By

the MLRP assumption and the fact that  $\int \beta(x)f(x|a)dx = 0$ , we have

$$\begin{aligned}
\left| \frac{\partial}{\partial a} \hat{u}(r, a) \right| - \left| \frac{\partial}{\partial a} \hat{u}(\delta, a) \right| &= - \int_0^{\bar{x}} \beta(x) \cdot \left( \frac{f_a(x|a)}{f(x|a)} \right) f(x|a) dx \\
&= \int_0^{\hat{x}} -\beta(x) \left( \frac{f_a(x|a)}{f(x|a)} \right) f(x|a) dx + \int_{\hat{x}}^{\bar{x}} -\beta(x) \left( \frac{f_a(x|a)}{f(x|a)} \right) f(x|a) dx \\
&> \int_0^{\hat{x}} -\beta(x) \left( \frac{f_a(\hat{x}|a)}{f(\hat{x}|a)} \right) f(x|a) dx + \int_{\hat{x}}^{\bar{x}} -\beta(x) \left( \frac{f_a(\hat{x}|a)}{f(\hat{x}|a)} \right) f(x|a) dx \\
&= \left( \frac{f_a(\hat{x}|a)}{f(\hat{x}|a)} \right) \int_0^{\bar{x}} -\beta(x) f(x|a) dx = 0
\end{aligned} \tag{69}$$

Given a risky debt  $\delta(x) = \min\{x, D\}$ , the optimal effort  $a_n^*$  satisfies the first-order condition:  $\frac{T(D, a_n^*)}{\partial a} = 0$ . After the effort is sunk, the entrepreneur's offer is be an efficient ambiguity-sharing contract, which satisfies (35) given  $a_n^*$ . Finally,  $D^*$  satisfies the IR condition.  $\square$

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