

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)


**RENEWAL & REPLACEMENT FUND
REQUEST NO. 01222401**

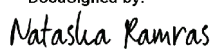
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$1,000.00**

The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 1/22/2024

HILTON MANAGEMENT, LLC, as Manager
By: 
Name: Mike McLeod
Title: General Manager

DOWNTOWN REDEVELOPMENT AUTHORITY
DocuSigned by:

By: BCF6734E40E94AE...
Name: Natasha Kamras
Title: Auditing Officer



1500 SW First Avenue
Suite 240
Portland, OR 97201
503-892-3002

Downtown Redevelopment Authority
Krista Liles
PO Box 1995
Vancouver, WA 98668

Invoice number 6447
Date 08/31/2023

Project **221072.02 VANCOUVER HILTON -
ADDITIONAL SERVICES**

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
Project Management Services	10,000.00	95.00	9,500.00	500.00
Construction Administration Services	2,000.00	100.00	2,000.00	0.00
Total	12,000.00	95.83	11,500.00	500.00

Invoice total **500.00**

Approved by:

Elaine Edgar
Office Manager



1500 SW First Avenue
 Suite 240
 Portland, OR 97201
 503-892-3002

Downtown Redevelopment Authority
 Krista Liles
 PO Box 1995
 Vancouver, WA 98668

Invoice number 6474
 Date 09/30/2023

Project **221072.02 VANCOUVER HILTON -
 ADDITIONAL SERVICES**

Description	Contract Amount	Percent Complete	Total Billed	Current Billed
Project Management Services	10,000.00	100.00	10,000.00	500.00
Construction Administration Services	2,000.00	100.00	2,000.00	0.00
Total	12,000.00	100.00	12,000.00	500.00

Invoice total 500.00

Approved by:

Elaine Edgar
 Office Manager

EXHIBIT E

FORM OF RENEWAL & REPLACEMENT FUND REQUEST

(204969006)

**RENEWAL & REPLACEMENT FUND
REQUEST NO. 12122301**

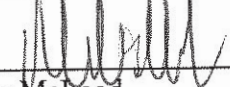
This request is being delivered to U.S. Bank National Association, as trustee (the "Trustee") under the Amended and Restated Trust Indenture, dated as of June 1, 2013 and effective June 27, 2013, amending and restating the Trust Indenture, dated as of December 1, 2003 (collectively, the "Indenture"), between the Downtown Redevelopment Authority (the "Authority") and the Trustee pursuant to Section [6(b)] of the Amended and Restated Cash Management and Lockbox Agreement (the "Cash Management Agreement") among the Depository Bank, the Trustee, the Authority and Hilton Management, L (the "Manager"). The Trustee is hereby directed to take the action described herein. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture or the Cash Management Agreement.

Pursuant to Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture, you are hereby authorized and directed to disburse from the Renewal and Replacement Fund the amounts set forth in Appendix I attached hereto to the persons named therein in payment of Hotel expenditures permitted to be paid from the Renewal and Replacement Fund under Section [6(b)] of the Cash Management Agreement and Section 5.11 of the Indenture. The total amount to be disbursed pursuant to this Request from the Renewal and Replacement Fund is **\$313.64**.

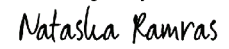
The Manager hereby certifies that (1) the statements made herein are accurate, (2) each such amount constitutes a proper charge against the Renewal and Replacement Fund, (3) no part of any such amounts shall be applied to any item which has been previously paid from the Renewal and Replacement Fund or any other Fund or Account, (4) all conditions precedent to such disbursements have been complied with and satisfied and (5) all consents, if any, required in connection with the submission hereof have been obtained and are attached hereto. The Manager further certifies that no Event of Default (as defined in the Management Agreement) by the Manager has occurred and is continuing nor has the Management Agreement been terminated.

Dated: 01/18/2024

HILTON MANAGEMENT, LLC, as Manager

By: 
Name: Mike McLeod
Title: General Manager

DOV DocuSigned by: TOWN REDEVELOPMENT AUTHORITY

By: 
Name: Natasha Kamras
Title: Auditing Officer

HILTON VANCOUVER WASHINGTON		
2023 CAPITAL PROJECTS		
PREPARED BY:	Krista Liles	DATE: January 16, 2024

Contractor	Description of work	Project	Amount	Invoice Date	Invoice Number	Request #	Project #	Project type
Construction Services Group	Construction Services	Lobby	\$ 313.64	12/15/2023	Est. #12	12122301	221072	Lobby Remodel
Total			\$ 313.64					

Estimate Number: 12

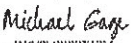
Project: Lobby Tenant Improvements for Hilton Vancouver Washington

Labor and Materials as of: 11/21/2023
 Bid Number: DRA22-1

Original Bid Amount:	\$ 1,897,870.07	Revised Contract Amount:	\$ 2,246,027.67
Original Completion Date:	160 Working Days	Estimated Completion:	98%
Revised Completion Date:			

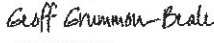
	Previous to Date		This Estimate		To Date
Subtotal	\$ 2,123,325.85	\$	302.45	\$	2,123,628.30
Sales Tax 8.7%	\$ 183,614.33	\$	26.31	\$	183,640.64
Total Amount Earned	\$ 2,306,940.18	\$	328.76	\$	2,307,268.94
Less Retainage	\$ 106,166.29	\$	15.12	\$	106,181.41
Total Amount Due	\$ 2,200,773.89	\$	313.64	\$	2,201,087.53

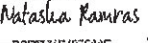
I, having examined the attached estimate, certify that it is true and correct, that the work was actually performed and material furnished as therein charged in accordance with the contract, and that the same or any part therein has not been paid. The prevailing rate of wages has been paid to all workmen, laborers, and mechanics employed by myself and all subcontractors in the performance of this contract in accordance with the provision of Chapter 39.12 RCW.

DocuSigned by:

 Michael Gage
 Contractor
 Construction Services Group LLC President
 For
 12/11/2023
 Date

Construction Services Group
 5706 NE 112th Avenue
 Vancouver WA 98682

I certify the attached to be based upon the actual measurements, and to be true and correct.

DocuSigned by:

 Geoff Grummon-Beale
 Project Architect
 12/11/2023
 Date

DocuSigned by:

 Natasha Kamras
 Project Manager
 12/11/2023
 Date

Subs	
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