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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

July 1, 2013

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Lease Termination Agreement, dated as of July 1, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Equipment Lease (GATC Trust 85-2) and related documents previously filed with the Commission under Recordation Number 14823.

The names and addresses of the parties to the enclosed document are:

Lessor: ATEL Capital Equipment Fund VII, L.P.
 c/o ATEL Leasing Corporation
 235 Pine Street
 San Francisco, CA 94104

Lessee: GATX Corporation
 222 West Adams Street
 Chicago, IL 60661

Chief
Section of Administration
July 1, 2013
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A description of the railroad equipment covered by the enclosed document is:

All remaining railcars subject to the Equipment Lease (GATC Trust 85-2), as amended and /or supplemented, filed under Recordation Number 14823 are TERMINATED.

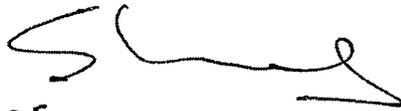
A short summary of the document to appear in the index is:

Lease Termination Agreement.

Also enclosed is a check in the amount of \$42.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement"), dated as of July 1, 2013, is made and entered into by and between GATX Corporation ("Lessee"), and ATEL Capital Equipment Fund VII, L.P. ("Lessor").

WHEREAS, Lessor, as successor to the Bank of New York, and Lessee, as successor to GATX Financial Corporation and General American Transportation Corporation, are parties to that certain Equipment Lease (GATC No. 85-2), dated as of October 25, 1985, as amended and supplemented by Lease Supplement No. 1, dated as of December 19, 1985, Lease Supplement No. 2, dated as of June 15, 1986, Lease Supplement No. 3, dated as of June 15, 1987, Amendment No. 1 to Equipment Lease and First Lease Renewal, dated as of November 9, 2005, and Amendment No. 2 to Equipment Lease and Second Lease Renewal, dated as of October 29, 2010 ("Amendment No. 2") (collectively, the "Lease"), pursuant to which Lessor leased certain railroad cars to Lessee, all as more particularly described therein (the "Items of Equipment").

WHEREAS, all of the Items of Equipment that remains subject to the Lease (the "Remaining Items of Equipment") has been sold to Lessee as of the date hereof and Lessor has no further rights thereto or interest therein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. The Lease shall be terminated on the date hereof with respect to the all Remaining Items of Equipment and neither party shall have any further obligation to the other thereunder with respect to any Remaining Items of Equipment. This termination is without prejudice to any continuing rights and obligations of the parties that survive the termination of the Lease.
2. This Agreement shall be filed by Lessee with the Surface Transportation Board and the Registrar General of Canada as evidence of such termination.
3. This Agreement may be executed in one or more counterparts and via facsimile or other form of electronic transmission, each of which shall be deemed an original and all of which when taken together will constitute one and the same instrument.

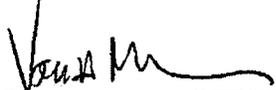
[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

**ATEL CAPITAL EQUIPMENT FUND VII, GATX CORPORATION
L.P.**

By: ATEL Financial Services, LLC, its
General Partner

By: ATEL Leasing Corporation, its Manager

By: 
Name: Vasco H. Morais
Title: Executive Vice President

By: 
Name: PAUL TILTON
Title: VICE PRESIDENT

ATEL LEGAL DEPARTMENT
**APPROVED
AS TO FORM**

BY: 

STATE OF ILLINOIS

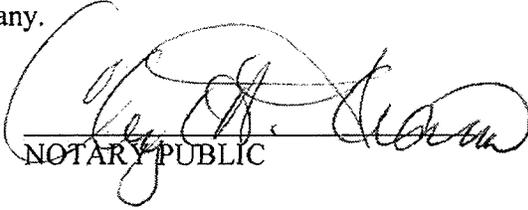
)

) ss.

COUNTY OF COOK

)

On this 1st day of July, 2013, before me personally appeared Paul T. Horton, to me personally known, who being by me duly sworn, says that he/she is the Vice President of GATX Corporation and that the foregoing instrument was signed on behalf of said company, and he/she acknowledged that the execution of the said instrument was the free act and deed of said company.


NOTARY PUBLIC

My commission expires: 9/26/16



ACKNOWLEDGMENT

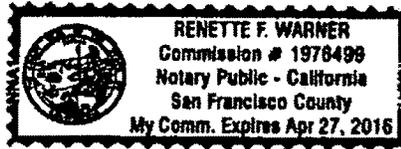
State of California
County of San Francisco)

On July 1, 2013 before me, Renette F. Warner, Notary Public
(insert name and title of the officer)

personally appeared Vasco H. Morais
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Renette F. Warner* (Seal)

CERTIFICATION

I, Edward M. Luria, an attorney licensed to practice in the District of Columbia, the State of Delaware and the Commonwealth of Pennsylvania, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/28/13

Edward M Luria
Edward M. Luria