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

**FORM 8-K
Current Report**

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 29, 2011 (December 22, 2011)

III to I Maritime Partners Cayman I, L.P.

(Exact name of Registrant as specified in its charter)

Cayman Islands
(State or other jurisdiction of
incorporation or organization)

000-53656
(Commission File Number)

98-0516465
(IRS Employer
Identification No.)

**5580 Peterson Lane
Suite 155
Dallas, Texas**
(Address of principal executive offices)

75240
(Zip Code)

(972) 392-5400
(Registrant's telephone number, including area code)

Not applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 **Entry into a Material Definitive Agreement.**

Item 2.03 **Creation of a Direct Financial Obligation.**

On November 18, 2011, we received notice from ATL Offshore GmbH (“ATL Offshore”), one of a group of affiliated entities involved in the international shipping industry that are owned or controlled by Hartmann AG (the “Hartmann Group”), of capital calls in the aggregate amount of approximately \$21,199,321 (EUR 15,730,000) with respect to the five German Kommanditgesellschafts (German limited partnerships) in which we have invested through our subsidiary, Suresh Capital Maritime Partners Germany GmbH (our “German Subsidiary”). The capital calls were due November 25, 2011. The terms of the Company Agreements for the German limited partnerships stated that in the event we do not pay the capital contribution within four weeks of the due date, which falls on December 23, 2011, ATL Offshore may be entitled to expel us from the German limited partnerships.

On December 22, 2011, our German Subsidiary and the Hartmann Group entered into an agreement (the “Standstill Agreement”), extending the due date of the capital calls until January 31, 2012. However, the Standstill Agreement also provides that if we do not pay the capital contribution by the new due date of January 31, 2012, ATL Offshore may be entitled to expel our German Subsidiary from the German limited partnerships immediately without further notice.

Item 9.01 Financial Statements and Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Standstill Agreement by and among Suresh Capital Maritime Partners Germany GmbH, Suresh Capital Maritime Partners I-B Germany GmbH, Reederei Hartmann GmbH & Co. KG, UOS United Offshore Support GmbH & Co. KG, Hartmann Offshore GmbH & Co. KG, ATL Offshore GmbH & Co. MS "Juist" KG, ATL Offshore GmbH & Co. MS "Norderney" KG, ATL Offshore GmbH & Co. "Isle of Baltrum" KG, ATL Offshore GmbH & Co. "Isle of Langeoog" KG, ATL Offshore GmbH & Co. "Isle of Amrum" KG, ATL Offshore GmbH & Co. "Isle of Sylt" KG, ATL Offshore GmbH & Co. "Isle of Wangerooge" KG, ATL Offshore GmbH & Co. "Isle of Neuwerk" KG, ATL Offshore GmbH & Co. "Isle of Usedom" KG, ATL Offshore GmbH & Co. "Isle of Fehmarn" KG, ATL Offshore GmbH & Co. "Isle of Memmert" KG, and ATL Offshore GmbH & Co. "Isle of Mellum" KG, jointly as parties.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

III to I Maritime Partners Cayman I, L.P.
(Registrant)

By: III to I International Maritime Solutions Cayman, Inc.
Its General Partner

By: /s/ Michelle K. Baird
Michelle K. Baird
Director and Chief Financial Officer
(Duly authorized to sign this report on behalf of the Registrant)

Date: December 29, 2011

**Suresh Capital Maritime Partners Germany GmbH
Suresh Capital Maritime Partners I-B Germany GmbH
Reederei Hartmann GmbH & Co. KG**

ATL Offshore GmbH

UOS United Offshore Support GmbH & Co. KG

HARTMANN OFFSHORE GmbH & Co. KG

ATL Offshore GmbH & Co. "ISLE OF BALTRUM" KG

ATL Offshore GmbH & Co. MS "JUIST" KG

ATL Offshore GmbH & Co. MS "NORDERNEY" KG

ATL Offshore GmbH & Co. "ISLE OF LANGEBOG" KG

ATL Offshore GmbH & Co. "ISLE OF AMRUM" KG

ATL Offshore GmbH & Co. "ISLE OF SYLT" KG

ATL Offshore GmbH & Co. "ISLE OF WANGEROOGE" KG

ATL Offshore GmbH & Co. "ISLE OF NEUWERK" KG

ATL Offshore GmbH & Co. "ISLE OF USEDOM" KG

ATL Offshore GmbH & Co. "ISLE OF MEMMERT" KG

ATL Offshore GmbH & Co. "ISLE OF MELLUM" KG

ATL Offshore GmbH & Co. "ISLE OF FEHMARN" KG

STANDSTILL AGREEMENT

Between

1. **Suresh Capital Maritime Partners Germany GmbH**, registered in the Commercial Register of the District Court of Aurich under HR B 200300, Garrelstrasse 14, 26789 Leer, Germany
- “SCMP” -,
2. **Suresh Capital Maritime Partners I-B Germany GmbH**, registered in the Commercial Register of the District Court of Aurich under HR B 110278, Schaarsteinwegsbrücke 2, 20459 Hamburg, Germany
- “SCMP” -,
3. **Reederei Hartmann GmbH & Co. KG**, registered in the Commercial Register of the District Court of Aurich under HR A 111383, Neue Strasse 24, 26789 Leer, Germany
- “RHKG” -,
4. **ATL Offshore GmbH**, registered in the Commercial Register of the District Court of Aurich under HR B 111472, Neue Strasse 24, 26789 Leer, Germany
- the “General Partner” -,
5. **UOS United Offshore Support GmbH & Co. KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200662, Nesseufer 14 a, 26789 Leer, Germany
- “UOS KG” -
6. **HARTMANN OFFSHORE GmbH & Co. KG**, registered in the Commercial Register of the District Court of Aurich under HR A 201032, Neue Strasse 24, 26798 Leer, Germany
- “HARTMANN OFFSHORE” -
7. **ATL Offshore GmbH & Co. “ISLE OF BALTRUM” KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200150, Neue Strasse 24, 26789 Leer, Germany
- “Baltrum KG” -,
8. **ATL Offshore GmbH & Co. MS “JUIST” KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200138, Neue Strasse 24, 26789 Leer, Germany
- “Juist KG” -,
9. **ATL Offshore GmbH & Co. MS “NORDERNEY” KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200152, Neue Strasse 24, 26789 Leer, Germany
- “Norderney KG” -,
10. **ATL Offshore GmbH & Co. “ISLE OF LANGEBOOG” KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200142, Neue Strasse 24, 26789 Leer, Germany
- “Langeoog KG” -,

11. **ATL Offshore GmbH & Co. "ISLE OF AMRUM" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200311, Neue Strasse 24, 26789 Leer, Germany
- **"Amrum KG"** -,
12. **ATL Offshore GmbH & Co. "ISLE OF SYLT" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200288, Neue Strasse 24, 26789 Leer, Germany
- **"Sylt KG"** -,
13. **ATL Offshore GmbH & Co. "ISLE OF WANGEROOGE" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200364, Neue Strasse 24, 26789 Leer, Germany
- **"Wangerooge KG"** -,
14. **ATL Offshore GmbH & Co. "ISLE OF NEUWERK" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200347, Neue Strasse 24, 26789 Leer, Germany
- **"Neuwerk KG"** -,
15. **ATL Offshore GmbH & Co. "ISLE OF USEDOM" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200346, Neue Strasse 24, 26789 Leer, Germany
- **"Usedom KG"** -,
16. **ATL Offshore GmbH & Co. "ISLE OF MEMMERT" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200393, Neue Strasse 24, 26789 Leer, Germany
- **"Memmert KG"** -,
17. **ATL Offshore GmbH & Co. "ISLE OF MELLUM" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200363, Neue Strasse 24, 26789 Leer, Germany
- **"Mellum KG"** -,
18. **ATL Offshore GmbH & Co. "ISLE OF FEHMARN" KG**, registered in the Commercial Register of the District Court of Aurich under HR A 200377, Neue Strasse 24, 26789 Leer, Germany
- **"Fehmarn KG"** -,

- Baltrum KG, Juist KG, Norderney KG, Langeoog KG, Amrum KG, Sylt KG, Wangerooge KG, Neuwerk KG, Usedom KG, Memmert KG, Mellum KG and Fehmarn KG shall also be referred to jointly as the **"KGs"**

- All of the above named parties shall also each be referred to individually as a **"Party"** and jointly as **"Parties"** -

Introduction

- (A) Until June 2011, SCMP or SCMP I-B, respectively, held 75 % of the partnership interests in each of the KGs and RHKG, UOS and Hartmann Offshore together held 25 % of the partnership interests in each of the KGs. Each of the KGs conducts the business of owning and operating one A.H.T.S. vessel.
- (B) By way of Agreement on Loan Agreements and Transfer of Shares dated 21 June 2011 SCMP has transferred its complete partnership interests in Baltrum KG, in Langeoog KG and in Amrum KG and part of its partnership interest in Wangerooge KG to RHKG and to Hartmann Offshore and holds no more partnership interests in Baltrum KG, in Langeoog KG and Amrum KG and a partnership interest of 36.09 % in Wangerooge KG.
- (C) By letter of 18 November 2011, the General Partner has called for the payment of unpaid capital with a due date for payment on 25 November 2011 as follows:

KG	Called against	Amount EUR
Juist KG	SCMP	1,495,000
Norderney KG	SCMP	2,270,000
Sylt KG	SCMP	4,000,000
Neuwerk KG	SCMP	3,995,000
Usedom KG	SCMP	3,970,000

To date, SCMP has not effected payment. Section 4.4 of the partnership agreements of the KGs provides that the General Partner is entitled to agree either on the termination of the partnership with SCMP or decide on its exclusion as limited partner of the KG's if SCMP does not pay the due amounts after a reminder of 4 weeks.

- (D) The Parties, i.e. SCMP and SCMP I-B on the one hand and the other limited partners in the KGs plus the General Partner on the other hand are currently negotiating an equitable agreement with a view to overcome the financial difficulties of the KGs and to enable the limited partners in the KGs to restructure their business relationship with one another.
- (E) The Parties had a meeting with Nord/LB on 29 November in Hanover as well as several meetings between representatives of SCMP and RHKG. They also made subsequent telephone calls and are engaged in an e-mail correspondence. The Parties wish to proceed with their negotiations towards an appropriate agreement as per section (D) above and wish to suspend any timelines running under the partnership agreements.

Against this background the Parties agree:

1. Standstill

The due date for the capital calls made by the General Partner against SCMP as described in section (C) of the introduction, which has expired on Friday, November 25, 2011, is hereby extended to Tuesday, January 31, 2012. To the extent payments are not affected by the expiration of the extended due date, the General Partner is entitled, based on section 4.4 of the partnership agreements, to decide on the exclusion of SCMP as limited partner of the KGs immediately and without a further reminder.

2. Good Faith Negotiations

The Parties undertake to pursue their negotiations towards an appropriate agreement as described in section (E) of the introduction in good faith. They will involve Nord/LB closely and in any event to the extent necessary to comply with the terms of the Nord/LB Loans.

3. Form of Agreement

The Parties agree to enter into this Standstill Agreement by way of exchanging signed pdf-copies hereof via e-mail.

4. Applicable Law / Jurisdiction

4.1 This Agreement and all claims and rights arising out of or in connection with this Agreement, with the exclusion of those rules of private international law that lead to the application of the law of another state, shall be exclusively governed by German law and shall be construed and enforced in accordance with German law.

4.2 Exclusive jurisdiction for all disputes out of or in connection with this Agreement, its completion or its implementation shall be Hamburg to the extent permissible by law.

Dallas, Texas, December 22, 2011

/Darrell Cain/

Suresh Capital Maritime Partners Germany GmbH
represented by its managing director Darrell Cain

/Sivagnanam Suresh/

Suresh Capital Maritime Partners I-B Germany GmbH
represented by its managing director Sivagnanam
Suresh

/Dr. Niels Hartmann/

Reederei Hartmann GmbH & Co. KG
represented by its general partner Reederei Alfred
Hartmann Verwaltungsgesellschaft mbH
which in turn is represented by its managing director
Dr. Niels Hartmann

/Dr. Niels Hartmann/

ATL Offshore GmbH
represented by its managing director Dr. Niels
Hartmann

/Andre Groeneveld/

UOS United Offshore Support GmbH & Co. KG
represented by its general partner UOS Verwaltungs
GmbH
which in turn is represented by its managing director
Andre Groeneveld

/Heiko Dirks/

HARTMANN OFFSHORE GmbH & Co. KG
represented by its general partner HARTMANN
OFFSHORE Verwaltungs GmbH
which in turn is represented by its managing director
Heiko Dirks

/Dr. Niels Hartmann/

ATL Offshore GmbH & Co. "ISLE OF BALTRUM
KG"
represented by its general partner ATL Offshore GmbH
which in turn is represented by its managing director
Dr. Niels Hartmann

/Dr. Niels Hartmann/

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which in turn is represented by its managing director
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ATL Offshore GmbH & Co. MS "FEHMARN" KG

represented by its general partner ATL Offshore GmbH
which in turn is represented by its managing director
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