
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF THE
SECURITIES EXCHANGE ACT OF 1934**

Dated: March 1, 2011

Commission File No. 001-33811

NAVIOS MARITIME PARTNERS L.P.

85 Akti Miaouli Street, Piraeus, Greece 185 38
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F:

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Yes No

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Yes No

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934.

Yes No

On December 13, 2010, Navios Maritime Partners L.P. (“Navios”) entered into a Sixth Supplemental Agreement, to amend the Facility Agreement dated November 15, 2007, between Navios and Commerzbank AG and DVB Bank SE, as lenders, and the other parties identified therein. The amendment allowed Navios to borrow an additional \$50.0 million to finance part of the purchase price of the Navios Fulvia and Navios Melodia, as well as amended certain of the covenants and provisions under the facility. The Sixth Supplemental Agreement is attached as Exhibit 10.1 to this Report and is incorporated herein by reference.

The information contained in this Report is hereby incorporated by reference into the Registration Statements on Form F-3, File Nos. 333-157000 and 333-170284.

SIGNATURES

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.

NAVIOS MARITIME PARTNERS L.P.

By: /s/ Angeliki Frangou

Angeliki Frangou

Chief Executive Officer

Date: March 1, 2011

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
10.1	Sixth Supplemental Agreement dated December 13, 2010.

Date 13 December 2010

NAVIOS MARITIME PARTNERS L.P.
as Borrower

COMMERZBANK AG and DVB BANK SE
as Lenders

DVB BANK SE
as Swap Bank, Joint-Arranger, Agent,
and Security Trustee

and

COMMERZBANK AG
as Joint-Arranger, Payment Agent,
Account Bank and Swap Bank

SIXTH SUPPLEMENTAL AGREEMENT

in relation to a Facility Agreement dated 15 November 2007,
as amended by supplemental agreements dated 25 June 2008,
30 January 2009, 11 January 2010,
30 March 2010 and 1 June 2010



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THIS AGREEMENT is made on 13th December 2010

BETWEEN

- (1) **NAVIOS MARITIME PARTNERS L.P.** as Borrower;
- (2) **COMMERZBANK AG** and **DVB BANK SE** as Lenders;
- (3) **DVB BANK SE** as Swap Bank, Joint-Arranger, Agent and Security Trustee; and
- (4) **COMMERZBANK AG** as Joint-Arranger, Payment Agent, Account Bank and Swap Bank.

BACKGROUND

- (A) By a Facility Agreement dated 15 November 2007 as amended by supplemental agreements dated 25 June 2008, 30 January 2009, 11 January 2010, 30 March 2010 and 1 June 2010 and made between the parties hereto the Lenders have made available to the Borrower a loan of (originally) up to USD384,000,000.
- (B) The Borrower has made a request to the Lenders that they make available a further advance of USD50,000,000 for the purpose of financing part of the purchase price of the Advance H Guarantors.
- (C) This Agreement sets out the terms and conditions on which the Lenders agree to make available Advance H to the Borrower and the consequential amendments to the Facility Agreement and the other Security Documents.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 **Defined expressions.** Words and expressions defined in the Facility Agreement and the other Security Documents shall have the same meanings when used in this Agreement unless the context otherwise requires.

1.2 **Definitions.** In this Agreement, unless the contrary intention appears:

“**Advance H**” means the advance of USD50,000,000, to be applied in on-lending to the Shareholder to re-finance part of the purchase price of the Fulvia Owner and the Melodia Owner;

“**Advance H Charter Assignment**” means a specific assignment of each Advance H Charter required to be executed hereunder by either Advance H Guarantor in favour of the Security Trustee (including any notices and/or acknowledgements and/or undertakings associated therewith) in such form as the Agent and the Majority Lenders may require in their sole discretion;

“**Advance H Charter Insurance Assignment**” means the deed of assignment of the Charter Insurances in respect of each Advance H Vessel executed or to be executed by such named insured as the Agent may require in favour of the Security Trustee in such form as the Agent and the Majority Lenders may require in their sole discretion;

“**Available Advance H Commitment**” means USD50,000,000;

“**Advance H Drawdown Date**” means the date requested by the Borrower for Advance H to be made available, or (as the context requires) the date on which Advance H is actually advanced to the Borrower;

“**Advance H General Assignment**” means, in respect of each Advance H Vessel, a first priority general assignment of the Earnings, the Insurances and any Requisition Compensation thereof executed or to be executed by either Advance H Guarantor which is the owner thereof in favour of the Security Trustee, in such form as the Agent and the Majority Lenders may in their sole discretion require;

“**Advance H Guarantee**” means each of the guarantees of the obligations of the Borrower under the Facility Agreement and the Security Documents to be made by the Advance H Guarantors in favour of the Security Trustee in such form as the Agent and the Majority Lenders may in their sole discretion require;

“**Advance H Guarantor**” means, together, Customized and Pandora;

“**Advance H Manager’s Undertaking**” means the undertaking and assignment required to be executed by the Manager in favour of the Security Trustee in respect of each Advance H Vessel in such form as the Agent and the Majority Lenders may require in their sole discretion;

“**Advance H Mortgage**” means, in respect of each Advance H Vessel, a first preferred Panamanian ship mortgage made or to be made by the Advance H Guarantor who is the owner thereof in favour of the Security Trustee in such form as the Agent and the Majority Lenders may in their sole discretion require;

“**Advance H SPA**” means each of the share purchase agreements made or to be made between the NP Seller as seller and the Borrower as buyer of all of the issued shares of and in each of the Advance H Guarantors;

“**Advance H Mortgage Addendum**” means, in respect of each of the Existing Vessels, the Additional Vessels, the New Vessel and the Acquired Vessel, an addendum to the Mortgage in respect thereof, in such form as the Agent and the Majority Lenders may in their sole discretion require, and in the plural means all of them; and

“**Advance H Security Documents**” means, together:

- (a) the Advance H Charter Insurance Assignments;
- (b) the Advance H Guarantees;
- (c) the Advance H General Assignments;
- (d) the Advance H Mortgages;
- (e) the Advance H Charter Assignments;
- (f) the Advance H Manager’s Undertakings; and
- (g) the Advance H Mortgage Addenda

and, in the singular, means any of them;

“**Advance H Vessels**” means, together Vessel D and Vessel E, and in the plural means both of them;

“**Customized**” means Customized Development S.A., a corporation incorporated in Liberia whose registered office is at 80 Broad Street, Monrovia, Liberia;

“**Facility Agreement**” means the Facility Agreement dated 15 November 2007 (as amended) referred to in Recital (A); and

“**Pandora**” means Pandora Marine Inc., a corporation incorporated in the Marshall Islands whose registered office is at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands, MH96960.

Words and expressions advised in the Schedule to this Agreement shall have the meanings given to them therein as if set out in full in this Clause 1.2.

1.3 **Application of construction and Interpretation provisions of Facility Agreement.** Clauses 1.3 to 1.6 (inclusive) of the Facility Agreement apply, with any necessary modifications, to this Agreement.

2 **AGREEMENT OF THE LENDERS**

2.1 **Agreement of the Lenders.** The Lenders, relying upon each of the representations and warranties in Clause 4 and subject to Clause 3, agree to make Advance H available to the Borrower upon and subject to the terms of this Agreement and the Facility Agreement to enable the Borrower to finance in part the purchase price of the Advance H Guarantors. Subject to the terms of this Agreement, the obligations of the Lenders shall be to contribute to Advance H as to 50% each.

3 **CONDITIONS PRECEDENT**

3.1 **Advance of Advance H.** The obligation of each Lender to make its Commitment available in respect of Advance H is conditional upon:

3.1.1 the Agent, or its authorised representative, having received, on or prior to the Advance H Drawdown Date, the documents and evidence specified in Clause 3.2 in form and substance satisfactory to the Lenders;

3.1.2 the representations and warranties contained in Clause 4 being then true and correct as if each was made with respect to the facts and circumstances existing at such time and the same being unaffected by drawdown of Advance H; and

3.1.3 no Default having occurred and being continuing and there being no Default which would result from the lending of Advance H.

3.2 **Conditions precedent to Advance H.** The conditions referred to in Clause 3.1 are that the Agent shall have received the following documents on or before the Advance H Drawdown Date (or such later date as the Agent may agree with the Borrower):

(a) Corporate documents

Certified Copies of all documents which evidence or relate to the constitution of each Security Party (other than the Manager and the Shareholder) and its current corporate existence;

(b) Corporate authorities

- (i) Certified Copies of resolutions of the directors of each Security Party (other than the Manager and the Shareholder) approving such of the Advance H Security Documents to which it is a party and authorising the execution and delivery thereof and performance of its obligations thereunder, additionally certified by an officer of such Security Party as having been duly passed at a duly convened meeting of the directors of such Security Party and not having been amended, modified or revoked and being in full force and effect; and
 - (ii) originals of any powers of attorney issued by any Security Party pursuant to such resolutions;
- (c) Required Authorisations
- a certificate (dated no earlier than 5 Banking Days prior to the Advance H Drawdown Date) that there are no Required Authorisations or that there are no Required Authorisations except those described in such certificate and Certified Copies of which as duly executed (including any conditions and/or documents ancillary thereto) are appended thereto.
- (d) Certificate of incumbency
- a list of directors and officers of each Security Party (other than the Manager and the Shareholder) specifying the names and positions of such persons, certified by an officer of such Security Party to be true, complete and up to date;
- (e) Purchase
- Evidence satisfactory to the Lenders that all of the shares of and in each Advance H Guarantor have been unconditionally delivered by the NP Seller to, and accepted by, the Borrower or the Shareholder under the relevant Advance H SPA, and the full purchase price payable under that Advance H SPA (in addition to the part to be financed by Advance H) has been duly paid, together with copies of transfers of share;
- (f) Evidence satisfactory to the Lenders that each Advance H Vessel:
- (i) Registration and Encumbrances
- is registered in the name of its Owner through the Registry under the laws and flag of the Flag State and that she and her Earnings, Insurances and Requisition Compensation (as defined in the relevant Advance H Mortgage) are free of Encumbrances except Permitted Encumbrances (such evidence to include relevant certificates issued by the Flag State and results of searches carried out against the said Registry by the Agent or its lawyers);
- (ii) Classification
- (to be dated no more than 15 days prior to the Advance H Drawdown Date) maintains the Classification free of all requirements and recommendations of the Classification Society; and
- (iii) Insurance
- (to be provided at least 5 days prior to the Advance H Drawdown Date) is insured in accordance with the provisions of the Advance H Security Documents and all requirements of such Security Documents in respect of such insurance have been complied with (including without limitation, receipt by the Agent of customary

brokers' letters of undertaking regarding the placing of hull and machinery and war risks cover and confirmation from the protection and indemnity association or other insurer with which such Advance H Vessel is entered for insurance or insured against protection and indemnity risks, that any necessary declarations required by the association or insurer for the removal of any oil pollution exclusion have been made and that any such exclusion does not apply to her);

(g) Advance H Security Documents

the Advance H Security Documents duly executed and delivered;

(h) Notices of assignment and acknowledgements

counterpart originals of duly executed notices of assignment required by the terms of the Advance H Security Documents and in the forms prescribed by the Advance H Security Documents and any other documents required to be delivered pursuant thereto;

(i) Mortgage registration

evidence that the Advance H Mortgages and the Advance H Mortgage Addenda have been duly registered against the respective Vessels in accordance with the laws of Panama;

(j) Copies of underlying documents

a Certified Copy of the Advance H SPAs, the Management Agreement in respect of the Advance H Vessels, the Advance H Charters and all ISM Code Documentation for the Advance H Vessels, all on terms acceptable to the Lenders;

(k) Ownership

evidence that forthwith on drawdown of Advance H:

(i) the Shareholder is a wholly owned subsidiary of the Borrower; and

(ii) each Advance H Guarantor is a wholly owned subsidiary of the Shareholder;

(l) Know-your-customer

all such evidence and documentation on any Lender may reasonably require in relation to its "Know-your-customer" requirements in respect of any Security Party;

(m) ISPS Code

evidence satisfactory to the Agent that each Advance H Vessel is subject to a ship security plan which complies with the ISPS Code and a copy of the ISSC for such Vessel;

(n) Loan amount

evidence that the Loan is no more than USD271,500,000;

(o) Laws of the Marshall Islands: opinion

an opinion of Messrs Cozen O'Connor, special legal advisers in New York to the Banks;

- (p) **Laws of Panama**
an opinion of Messrs Patton, Moreno & Asvat, special legal advisers in Panama to the Banks;
- (q) **Insurance Report**
a written report from a maritime insurance consultant or broker acceptable to the Lenders in a form and content acceptable to the Lenders in respect of the insurances on each Advance H Vessel, which report shall certify that such insurances are placed through or with insurance brokers and clubs, in amounts, covering risks and on terms acceptable to the Majority Lenders and that the same are in accordance with the terms of the Advance H Mortgage in respect of such Advance H Vessel;
- (r) **Fees**
evidence that all fees due and payable to the Creditor Parties have been paid in full;
- (s) **Minimum Value**
evidence that following drawdown of Advance H the Security Value will exceed the Required Security Amount;
- (t) **Endorsement**
the endorsement at the end of this Agreement signed by each Security Party (other than the Borrower and the Advance H Guarantors);
- (u) **London agent**
documentary evidence that the agent for service of process named in Clause 19 of the Facility Agreement has accepted its appointment for the purposes of this Agreement and the Advance H Security Documents; and
- (v) **Further opinions, etc**
any further opinions, consents, agreements and documents in connection with this Agreement and the Security Documents which the Agent may request by notice to the Borrower prior to the Advance H Drawdown Date.

4 **REPRESENTATIONS AND WARRANTIES**

- 4.1 **Repetition of Facility Agreement representations and warranties.** The Borrower represents and warrants to each Bank that the representations and warranties in Clause 7 of the Facility Agreement, as amended and supplemented by this Agreement and updated with appropriate modifications to refer to this Agreement, remain true and not misleading if repeated on the date of this Agreement with reference to the circumstances now existing.

5 **AMENDMENTS TO FACILITY AGREEMENT AND OTHER SECURITY DOCUMENTS**

- 5.1 **Specific amendments to Facility Agreement.** With effect on and from the date of this Agreement the Facility Agreement shall be, and shall be deemed by this Agreement to be, amended as follows:

- (a) by adding in Clause 1.2 thereof each of the definitions in Clause 1.2 and the Schedule of this Agreement (other than the definitions of “**Facility Agreement**” and “**Advance H Drawdown Date**”);
- (b) by construing all references in the Facility Agreement and the other Security Documents to the Mortgages relative to the Existing Vessels and the Additional Vessels to mean those Mortgages as amended by the Advance H Mortgage Addenda;
- (c) by adding in the definition of “Advances” in Clause 1.2 after the words “Advance G” the words “Advance H”;
- (d) by deleting the definition of “**Applicable Margin**” in Clause 1.2 and replacing it with:

“**Applicable Margin**” means, in relation to each Interest Period the relevant one of the following as shall be notified to the Borrower by the Payment Agent under Clause 3.5:

 - (a) 1.65% per annum while the Loan is less than 40% of the Security Value;
 - (b) 1.80% per annum while the Loan is equal to or more than 40% but less than 65% of the Security Value; and
 - (c) 1.95% per annum while the Loan is equal to or more than 65% of the Security Value;”;
- (e) by adding as new items (n) and (o) in the list of companies in the definition of “**Guarantors**” in Clause 1.2 the words “(n) Customized and (o) Pandora”;
- (f) by deleting from the definition of “**Loan Facility**” in Clause 1.2 the number “271,500,000” and replacing it with the number “321,500,000”;
- (g) By deleting the definition of “**Minimum Liquidity**” in Clause 1.2 and replacing it with:

“**Minimum Liquidity**” means the higher of (a) USD20,000,000 and (b) the aggregate of sums falling due and payable by the Group (or any member thereof) (but excluding USD5,000,000 of each of the repayment instalments in respect of the Loan due on 16 November 2012, 16 November 2014 and 16 November 2016) in respect of interest and principal or otherwise in respect of any Borrowed Money during the previous six months

where “**Borrowed Money**” means Indebtedness in respect of money borrowed or raised and debit balances at banks and interest thereon;”;
- (h) by adding in the definition of “**Owner**” in Clause 1.2 after the word “the Acquired Vessel” the words “Vessel D and Vessel D” and after the words “the NP Owner”, the words “, Customized and Pandora”;
- (i) By deleting the definition of “**Repayment Dates**” in Clause 1.2 and replacing it with:

“**Repayment Dates**” means, subject to clause 6.3, each of the dates falling at quarterly intervals after 16 November 2010, up to and including the date falling 84 months after such date;”;
- (j) by adding after the words “the NP Security Documents” in the definition of “**Security Documents**” in Clause 1.2 the words “, the Advance H Security Documents”;
- (k) by adding at the end of the definition of “**Owner**” in Clause 1.2 the words “and, in respect of each Advance H Vessel, the Advance H Guarantor who is the owner thereof”;

- (l) by adding (i) in the definition of “Total Loss” in Clause 1.2 after the words “thirty (30)” and (ii) in Clause 10.1.20 after the words “fifteen (15)” the words “(or, in the case of seizure of the Vessel by pirates, ninety (90))”;
- (m) by adding in the definition of “Underlying Documents” in Clause 1.2 after the words “the NP Charter” the words “, the Advance H SPAs and the Advance H Charters”;
- (n) by adding in the definition of “**Vessels**” in Clause 1.2 after the words “the Acquired Vessel and” the words “the Advance H Vessels and”;
- (o) by construing the definitions of “**Existing Charters**”, “**Mortgages**”, “**General Assignments**”, “**Guarantees**”, “**Manager’s Undertakings**” and “**Charter Assignments**” to include the Advance H Charters, the Advance H Mortgages, the Advance H General Assignments, the Advance H Guarantees, the Advance H Manager’s Undertakings and the Advance H Charter Assignments respectively;
- (p) by adding in Clause 2.1 after the words “re-financing part of the purchase price of the Acquired Vessel” the words “and (vi) re-financing part of the purchase price of the Advance H Guarantors”;
- (q) by adding after the words “Advance G” in Clause 2.5.2 the words “Advance H”;
- (r) by deleting Clause 2.6 (Revolving Advances);
- (s) by deleting clause 4.1.1 and replacing it with:

“4.1.1 Subject to any obligation to pay earlier under this Agreement, the Borrower must repay the Loan outstanding after execution of the Advance H Mortgages by:

 - (a) 7 equal quarterly instalments of USD7,300,000 each,
followed by one quarterly instalment of USD12,300,000,
followed by 7 equal quarterly instalments of USD7,300,000 each,
followed by one quarterly instalment of USD12,300,000,
followed by 7 equal quarterly instalments of USD7,300,000 each,
followed by one quarterly instalment of USD12,300,000,
followed by 4 equal quarterly instalments of USD7,300,000 each
one such instalment to be repaid on each of the Repayment Dates and
 - (b) a balloon instalment of USD102,100,000 to be repaid on the final Repayment Date”
- (t) by deleting in Clause 4.4.5 the words “thirty (30) days, upon the expiry of the period of thirty (30) days” and replacing them with the words “thirty (30) (or, in the case of an act of piracy, ninety (90)) days, upon the expiry of the period of thirty (30) or, as the case may be, ninety (90) days”;
- (u) by deleting clause 10.1.29 and replacing it with:

“10.1.29 Change of Ownership. Without the prior consent of the Agent (A) There shall occur a change in the ownership of any Guarantor, the Shareholder or Navios GP from the

first Drawdown Date or (B) the Permitted Owners sell any shares in the Borrower which would reduce the proportion of issued shares owned by them in aggregate in the Borrower to below 29.7% (the Borrower hereby confirming that Navios Holding owns 26.7% as at December 2010) or (C) the Borrower issues further shares which would reduce the proportion of issued shares in the Borrower owned by the Permitted Owners in aggregate to below 20%, or (D) the proportion of issued shares of the Borrower owned by Navios falls below 20% of all issued shares of the Borrower”;

- (v) by replacing the figure “135,750,000” wherever it appears in Schedule 1 with the figure “160,750,000”;
- (w) by replacing in clause 8.3.11 the words and numbers “USD1.66 per unit/USD0.415 per quarter unit” with the words and numbers “USD1.72 per unit/USD0.43 per quarter unit”;
- (x) by construing references throughout to “this Agreement”, “hereunder” and other like expressions as if the same referred to the Facility Agreement as amended and supplemented by this Agreement.

5.2 Amendments to Security Documents. With effect on and from the Effective Date each of the Security Documents other than the Loan Agreement, shall be, and shall be deemed by this Agreement to be, amended so that the definition of, and references throughout each of the Security Documents to, the Loan Agreement shall be construed as if the same referred to the Loan Agreement as amended and supplemented by this Agreement.

5.3 Security Documents to remain In full force and effect.

The Security Documents shall remain in full force and effect as amended and supplemented by:

- (a) the amendments to the Security Documents contained or referred to in Clauses 5.1 and 5.2; and
- (b) such further or consequential modifications as may be necessary to give full effect to the terms of this Agreement,

6 FURTHER ASSURANCES

6.1 Borrower’s obligation to execute further documents etc. The Borrower shall, and shall procure that any other party to any Security Document shall:

- (a) execute and deliver to the Agent (or as it may direct) any assignment, mortgage, power of attorney, proxy or other document, governed by the law of England or such other country as the Agent may, in any particular case, specify,
- (b) effect any registration or notarisation, give any notice or take any other step, which the Agent may, by notice to the Borrower or other party, reasonably specify for any of the purposes described in Clause 6.2 or for any similar or related purpose.

6.2 Purposes of further assurances. Those purposes are:

- (a) validly and effectively to create any Security Interest or right of any kind which the Lender intended should be created by or pursuant to the Loan Agreement or any other Security Document, each as amended and supplemented by this Agreement; and
- (b) implementing the terms and provisions of this Agreement.

- 6.3 **Terms of further assurances.** The Agent may specify the terms of any document to be executed by the Borrower or any other party under Clause 6.1, and those terms may include any covenants, powers and provisions which the Agent reasonably considers appropriate to protect its interests.
- 6.4 **Obligation to comply with notice.** The Borrower shall comply with a notice under Clause 6.1 by the date specified in the notice.
- 6.5 **Additional corporate action.** At the same time as the Borrower or any other party delivers to the Agent any document executed under Clause 6.1(a), the Borrower or such other party shall also deliver to the Agent a certificate signed by 2 of the Borrower's or that other party's directors which shall:
- (a) set out the text of a resolution of the Borrower's or that other party's directors specifically authorising the execution of the document specified by the Agent, and
 - (b) state that either the resolution was duly passed at a meeting of the directors validly convened and held throughout which a quorum of directors entitled to vote on the resolution was present or that the resolution has been signed by all the directors and is valid under the Borrower's or that other party's articles of association or other constitutional documents.

7 FEES AND EXPENSES

- 7.1 **Arrangement Fee.** The Borrower shall pay to the Lenders on the date of this Agreement a non-refundable arrangement fee of USD500,000 to be distributed pro rata between the Lenders according to their respective Contributions.
- 7.2 **Commission.** The Borrower agrees to pay to the Agent for the account of the Lenders pro rata in accordance with their Commitments to Advance H quarterly in arrears from the date of this Agreement until the Advance H Drawdown Date and on such date itself commitment commission computed from the date of this Agreement at a rate of zero point five per cent (0.5%) per annum on the daily undrawn amount of Advance H.
- The commission referred to in this Clause 7.2 must be paid by the Borrower to the Agent, whether or not Advance H is ever advanced and shall be non-refundable
- 7.3 **Expenses.** The provisions of Clause 5 (Fees and Expenses) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

8 NOTICES

- 8.1 **General.** The provisions of clause 17 (Notices and other matters) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

9 SUPPLEMENTAL

- 9.1 **Counterparts.** This Agreement may be executed in any number of counterparts.
- 9.2 **Third party rights.** A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

10 **LAW AND JURISDICTION**

10.1 **Governing law.** This Agreement shall be governed by and construed in accordance with English law.

10.2 **Incorporation of the Loan Agreement provisions.** The provisions of Clauses 18 and 19 (Governing Law and Jurisdiction) of the Loan Agreement, as amended and supplemented by this Agreement, shall apply to this Agreement as if they were expressly incorporated in this Agreement with any necessary modifications.

IN WITNESS whereof the parties to this Agreement have caused this Agreement to be duly executed on the date first above written.

SIGNED as a deed by Alexandros Laios) /s/ Alexandros Laios
for and on behalf of)
NAVIOS MARITIME PARTNERS L.P.)
(as Borrower under and pursuant to)
a power of attorney dated)
December 2010))

SIGNED by **ROBIN PARRY**) /s/ Robin Parry
for and on behalf of)
COMMERZBANK AG)
(as a Lender))

SIGNED by **ROBIN PARRY**) /s/ Robin Parry
for and on behalf of)
DVB BANK SE)
(as a Lender))

SIGNED by **ROBIN PARRY**) /s/ Robin Parry
for and on behalf of)
DVB BANK SE)
(as Joint-Arranger, Agent, Swap)
Bank and Security Trustee))

SIGNED by **ROBIN PARRY**) /s/ Robin Parry
for and on behalf of)
COMMERZBANK AG)
(as Joint-Arranger, Account Bank,)
Payment Agent and Swap Bank))

Witness to all the above)
Signatures:) /s/ Ronan Le Du
Name: Ronan Le Dn
Address:
47-49 Akti Miaouli
Piraeus
Greece

We on this 13th day of December 2010 hereby confirm and acknowledge that we have read and understood the terms and conditions of the above Supplemental Agreement and agree in all respects to the same and confirm that the Security Documents to which we are respectively a party shall remain in full force and effect and shall continue to stand as security for the obligations of the Borrower under the Facility Agreement (as amended by the Supplemental Agreement) and shall, without limitation, secure the Loan (as increased or to be increased by the amount of Advance H).

/s/ Vasiliki Papaefthymiou

VASILIKI PAPAEFTHYMIOU

For and on behalf of

NAVIOS MARITIME OPERATING L.L.C.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

NAVIOS SHIPMANAGEMENT INC.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

**LIBRA SHIPPING ENTERPRISES
CORPORATION**

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

ALEGRIA SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

FANTASTIKS SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

FELICITY SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

GALAXY SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

GEMINI SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

AURORA SHIPPING ENTERPRISES LTD.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

HYPERION ENTERPRISES INC.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

SAGITTARIUS SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

PALERMO SHIPPING S.A.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

CHILALI CORP.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

SURF MARITIME CO.

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

ALDEBARAN SHIPPING CORPORATION

/s/ Alexandros Laios

Alexandros Laios

For and on behalf of

PROSPERITY SHIPPING CORPORATION