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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: October 27, 2009**

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

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On October 27, 2009, Navios Maritime Partners L.P. ("Navios") entered into an Amendment to its Management Agreement, dated November 16, 2007, between Navios and Navios ShipManagement Inc., whereby Navios fixed the rate for ship management services of its owned fleet for a period of two years ending November 16, 2011. The new management fees are: (a) \$4,500 daily rate per Ultra-Handymax vessel; (b) \$4,400 daily rate per Paramax vessel; and (c) \$5,500 daily rate per Capesize vessel. A copy of the Amendment to Management Agreement is attached as Exhibit 99.1 to this Report and is incorporated herein by reference.

The information contained in this Report is hereby incorporated by reference into the Registration Statement on Form F-3, File No. 333-157000.

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**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: October 29, 2009

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Exhibit</u>
99.1	Amendment to Management Agreement dated October 27, 2009

## AMENDMENT TO MANAGEMENT AGREEMENT

This AMENDMENT TO MANAGEMENT AGREEMENT (this "Amendment"), dated as of October 27, 2009, is made by and between Navios Maritime Partners L.P., a Marshall Islands limited partnership ("Navios Partners") and Navios ShipManagement Inc., a Marshall Islands corporation ("ShipManagement", and together with Navios Partners, the "Parties") and amends the Management Agreement (the "Agreement") entered into among the Parties on November 16, 2007. Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given them in the Agreement.

### WITNESSETH:

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Paragraph 4 of the Recitals of the Agreement shall be amended and restated as follows:

"NOW THEREFORE, the parties agree that, in consideration for NSM providing the commercial and technical management services set forth in Schedule "A" to this Agreement (the "Services"), and subject to the Terms and Conditions set forth in Article I attached hereto, NMLP shall (i) during the first four (4) years of the initial term of this Agreement, pay to NSM the fees set forth in Schedule "B" to this Agreement (the "Fees") and, if applicable, the Extraordinary Fees and Costs and (ii) during the remaining one (1) year of the initial term of this Agreement, reimburse NSM for the actual costs and expenses incurred by NSM in the manner provided for in Schedule "B" to this Agreement (the "Costs and Expenses")."

2. Section 1 shall be amended and restated as follows:

"Additional Vessels" means any vessel NMLP shall acquire after the execution date of this Agreement. For the purposes of this Agreement, such Additional Vessels, after their acquisition by NMLP, shall also be referred to herein as Vessels."

3. Section 6 shall be amended and restated as follows:

"Service Fee/Reimbursement of Costs and Expenses. In consideration for NSM providing the Services, (i) during the first four (4) years of the initial term of this Agreement, NMLP shall pay NSM the Fees as set out in Schedule "B" to this Agreement and the Extraordinary Fees and Costs, if applicable, and (ii) during the remaining one (1) year of the initial term of this Agreement, NMLP shall reimburse NSM for the actual costs and expenses incurred by NSM in the manner provided for in Schedule "B"."

4. Schedule "B" shall be amended and restated in its entirety as follows:

#### "FEES AND COSTS AND EXPENSES

In consideration for the provision of the Services listed in Schedule "A" by NSM to NMLP, NMLP shall, during the first two (2) years of the initial term of this Agreement, pay NSM a fixed daily fee of US\$4,000 per owned Panamax Vessel and US\$5,000 per owned Capesize

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Vessel, payable on the last day of each month. For the second two (2) years of the initial term of this Agreement, NMLP shall pay NSM a fixed daily fee of US\$4,400 per owned Panamax Vessel, US\$5,500 per owned Capesize Vessel, and US\$4,500 per owned Ultra-Handymax Vessel, payable on the last day of each month.

During the remaining one (1) year of the initial term of this Agreement, within thirty (30) days after the end of each month, NSM shall submit to NMLP for payment an invoice for reimbursement of the Costs and Expenses in connection with the provision of the Services listed in Schedule "A" by NSM to NMLP for such month. Costs and Expenses shall be determined in a manner consistent with how the fixed daily fee payable during the first four (4) years of the initial term of this Agreement was calculated and each statement will contain such supporting detail as may be reasonably required to validate such amounts due. NMLP shall make payment within fifteen (15) days of the date of each invoice. All invoices for Services are payable in U.S. dollars."

5. Full Force and Effect. Except as modified by this Amendment, all other terms and conditions in the Agreement shall remain in full force and effect.

6. Effect. Unless the context otherwise requires, the Agreement, as amended, and this Amendment shall be read together and shall have effect as if the provisions of the Agreement, as amended, and this Amendment were contained in one agreement. After the effective date of this Amendment, all references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement, as amended, as further modified by this Amendment.

7. Counterparts. This Amendment may be executed in separate counterparts, all of which taken together shall constitute a single instrument.

*[Remainder of page intentionally left blank. Signature page to follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first above written.

NAVIOS MARITIME PARTNERS L.P.

/s/ Vasiliki Papaefthymiou

By: Vasiliki Papaefthymiou

Title: Secretary/Director

NAVIOS SHIPMANAGEMENT INC.

/s/ George Achiotis

By: George Achiotis

Title: President/Director

[Signature Page — Amendment to Management Agreement]