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

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**FORM 6-K**

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

**Date of Report: September 11, 2019**

**Commission File Number: 001-33811**

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**NAVIOS MARITIME PARTNERS L.P.**

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**7 Avenue de Grande Bretagne, Office 11B2  
Monte Carlo, MC 98000 Monaco  
(Address of Principal Executive Offices)**

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Indicate by check mark whether the registrant files or will file annual reports under cover of 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

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This Report on Form 6-K is hereby incorporated by reference into the Navios Maritime Partners L.P. Registration Statement on Form F-3, File No. 333-215529.

On August 28, 2019, Navios Maritime Partners L.P. (“Navios Partners”) entered into a ninth amendment (the “Ninth Amendment”) to the Management Agreement (as amended, the “Management Agreement”) with Navios ShipManagement Inc. The Ninth Amendment, among other changes, extends the duration of the Management Agreement until January 1, 2025, with an automatic renewal for an additional five years, unless earlier terminated by either party, and provides for payment of a termination fee by Navios Partners in the event the Management Agreement is terminated on or before December 31, 2024. The Ninth Amendment also sets forth the management fees for the period through December 31, 2019 and the two-year period commencing January 1, 2020, which management fees exclude dry-docking expenses, which are reimbursed at cost by Navios Partners: (a) \$4,225 and \$4,350, respectively, daily rate per Ultra-Handymax vessel; (b) \$4,325 and \$4,450, respectively, daily rate per Panamax vessel; (c) \$5,250 and \$5,410, respectively, daily rate per Capesize vessel; (d) for the period through December 31, 2019, \$6,700 daily rate per Post-Panamax Container vessel; (e) for the two-year period commencing January 1, 2020, \$6,900 daily rate per Container vessel of TEU 6,800; and (f) effective in both periods, \$50 per vessel daily rate for technical and commercial management services. Commencing January 1, 2022, the fees described in subsections (a), (b), (c) and (e) are subject to an annual increase of 3%, unless otherwise agreed. The Ninth Amendment is attached as Exhibit 4.1 to this report on Form 6-K (this “Report”) and is incorporated herein by reference.

On August 28, 2019, Navios Partners also entered into a third amendment (the “Third Amendment”) to the Administrative Services Agreement (as amended, the “Administrative Services Agreement”) with Navios ShipManagement Inc. to extend the duration of the Administrative Services Agreement until January 1, 2025, with an automatic renewal for an additional five years, unless earlier terminated by either party. The Third Amendment also provides for payment of a termination fee by Navios Partners in the event the Administrative Services Agreement is terminated on or before December 31, 2024. The Third Amendment is attached as Exhibit 4.2 to this Report and is incorporated herein by reference.

**SIGNATURES**

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

Date: September 11, 2019

NAVIOS MARITIME PARTNERS L.P.

By: /s/ Angeliki Frangou  
Angeliki Frangou  
Chairman and Chief Executive Officer

**EXHIBIT INDEX**

<b><u>Exhibit No.</u></b>	<b><u>Exhibit</u></b>
4.1	Amendment No. 9 to the Management Agreement, dated as of August 28, 2019
4.2	Amendment No. 3 to the Administrative Services Agreement, dated as of August 28, 2019

**AMENDMENT NO. 9 TO THE MANAGEMENT AGREEMENT**

This AMENDMENT NO. 9 TO THE MANAGEMENT AGREEMENT (the "Amendment"), dated as of August 28, 2019, is made by and between Navios Maritime Partners L.P., a Marshall Islands limited partnership ("NMLP") and Navios ShipManagement Inc., a Marshall Islands corporation ("NSM", and together with NMLP, the "Parties") and amends the Management Agreement (the "Management Agreement") entered into among the Parties on November 16, 2007 and the Amendments to the Management Agreement entered into among the Parties on October 27, 2009, October 21, 2011, October 30, 2013, August 29, 2014, February 10, 2015, May 4, 2015, February 4, 2016 and November 14, 2017 (together, with the Management Agreement, the "Agreement"). Capitalized terms used and not otherwise defined in this Amendment shall have the meanings given them in the Agreement.

**W I T N E S S E T H:**

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. In Section 1, Definitions, add the following definition:

"Termination Fee" means the Fixed Daily Fees and the Management Fees for the full calendar year preceding the termination date.

2. 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 pay to NSM the fees set forth in Schedule "B" to this Agreement (the "Fees") and, if applicable, the Extraordinary Fees and Costs."

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

"Service Fee/Reimbursement of Costs and Expenses. In consideration for NSM providing the Services NMLP shall pay NSM the Fees as set out in Schedule "B" to this Agreement and the Extraordinary Fees and Costs, if applicable, and NMLP shall reimburse NSM for the actual costs and expenses incurred by NSM in the manner provided for in Schedule "B"."

4. Section 9, paragraph 1 is hereby amended and substituted in its entirety:

Section 9. Term and Termination. With respect to each of the Vessels, this Agreement shall commence on the Closing Date and shall continue until January 1, 2025 and shall be automatically renewed for a period of other five (5) years, unless terminated by either party hereto on not less than one hundred and twenty (120) days' notice if:

5. At the end of the second last paragraph of Section 9, the following paragraph shall be inserted:  
If the Agreement is terminated on or before December 31, 2024, the Termination Fee is immediately due and payable to NSM.
6. The first paragraph of Schedule "B" shall be amended and restated 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 pay NSM:

1. Until December 31, 2019, a fixed daily fee of US\$4,325 per owned Panamax Vessel, US\$4,225 per Ultra-Handymax Vessel, US\$5,250 per owned Capesize Vessel, US\$6,700 per owned Post-Panamax Container Vessel, payable on the last day of each month.
2. Commencing January 1, 2020, a fixed daily fee of US\$4,450 per owned Panamax Vessel, US\$4,350 per Ultra-Handymax Vessel, US\$5,410 per owned Capesize Vessel, US\$6,900 per owned 6800TEU Container Vessel, payable on the last day of each month for two years (months one to twenty-four), (the "Fixed Daily Fee"); unless the parties agree otherwise, for each 12 month period after such two years, a 3% increase of the Fixed Daily Fee per Owned Vessel. Notwithstanding the foregoing, NMLP's payment to NSM for services provided in item (21) of Schedule A shall be at-cost for each Vessel.
3. a technical and commercial management daily fee of \$50 per Vessel (the "Management Fee").
7. 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.
8. 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.
9. 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/ Efstratios Desypris

By: Efstratios Desypris

Title: Chief Financial Officer

NAVIOS SHIPMANAGEMENT INC.

/s/ George Achniotis

By: George Achniotis

Title: President/Director

[Signature Page – Amendment No. 9 to Management Agreement]

**AMENDMENT NO. 3 TO THE ADMINISTRATIVE SERVICES AGREEMENT**

This AMENDMENT NO. 3 TO THE ADMINISTRATIVE SERVICES AGREEMENT (this "Amendment"), dated as of August 28, 2019, is made by and between Navios Maritime Partners L.P., a Marshall Islands limited partnership ("NMLP") and Navios ShipManagement Inc., a Marshall Islands corporation ("NSM", and together with NMLP, the "Parties") and amends the Administrative Services Agreement (the "Management Agreement") entered into among the Parties on November 16, 2007, the Amendment No. 1 to the Administrative Services Agreement as entered into on October 21, 2011 and Amendment No. 2 to the Administrative Services Agreement as entered into on November 14, 2017 (together, with the Management Agreement, the "Agreement"). 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. In Section 1, Definitions, add the following definition:

“Termination Fee” means the Cost and Expenses for the full calendar year preceding the termination date;

2. Section 10 paragraph 1 of the Agreement shall be amended and restated as follows:

“Term And Termination. This Agreement shall have a term until January 1, 2025 and shall be automatically renewed for a period of other five (5) years, unless terminated by either party hereto on not less than one hundred and twenty (120) days’ notice if:”

3. At the end of the second last paragraph of Section 10, the following paragraph shall be inserted:

If the Agreement is terminated on or before December 31, 2024, the Termination Fee is immediately due and payable to NSM.

4. 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.
5. 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.
6. 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/ Efstratios Desypris

By: Efstratios Desypris

Title: Chief Financial Officer

NAVIOS SHIPMANAGEMENT INC.

/s/ George Achniotis

By: George Achniotis

Title: President/Director

[Signature Page – Amendment No. 3 to Administrative Services Agreement]