
**UNITED STATES
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**

Date of Report: August 4, 2020

Commission File No. 001-33811

NAVIOS MARITIME PARTNERS L.P.

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

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

This Report on Form 6-K is hereby incorporated by reference into Navios Maritime Partners L.P.'s Registration Statement on Form F-3, File No. 333-237934.

On November 18, 2016, Navios Maritime Partners L.P. ("*Navios*") entered into a Continuous Offering Program Sales Agreement, as amended on June 2, 2017, and as further amended on August 3, 2020 (the "*Sales Agreement*") with S. Goldman Capital LLC, as sales agent (the "*Agent*"), pursuant to which Navios may issue and sell from time to time through the Agent shares of Navios' common stock having an aggregate offering price of up to \$22,243,642. Sales of the shares of common stock are to be made pursuant to Navios' shelf registration statement, filed on Form F-3 (File No. 333-237934) with the U.S. Securities and Exchange Commission and declared effective on May 12, 2020. The Sales Agreement contains, among other things, customary representations, warranties and covenants by Navios and indemnification obligations of Navios and the Agent as well as certain termination rights for both Navios and the Agent.

The foregoing description of the Sales Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Sales Agreement, a copy of which is filed herewith as Exhibit 1.1 and is incorporated by reference herein.

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.

NAVIOS MARITIME PARTNERS L.P.

By: /s/ Angeliki Frangou

Angeliki Frangou

Chairman and Chief Executive Officer

EXHIBIT INDEX

- 1.1 Amendment No. 2 to Continuous Offering Program Sales Agreement, dated August 3, 2020.
- 5.1 Opinion of Reeder & Simpson P.C., dated August 3, 2020.
- 23.1 Consent of Reeder & Simpson P.C. (included in Exhibit 5.1 above).

NAVIOS MARITIME PARTNERS L.P.

Common Units representing limited partner interests

**AMENDMENT NO. 2 TO
CONTINUOUS OFFERING PROGRAM SALES AGREEMENT**

August 3, 2020

S. Goldman Capital LLC
599 Lexington Avenue, 35th Floor
New York, New York 10022

Ladies and Gentlemen:

This Amendment No. 2 to Continuous Offering Program Sales Agreement, dated as of the date first set forth above (this "Amendment") amends that certain Continuous Offering Program Sales Agreement, dated as of November 18, 2016 (the "Agreement"), as amended by Amendment No.1, dated as of June 2, 2017, by and among S. Goldman Capital LLC ("S. Goldman"), Navios Maritime Partners L.P., a Marshall Islands limited partnership (the "Partnership"), Navios GP L.L.C., a Marshall Islands limited liability company (the "Former General Partner"), and Navios Maritime Operating L.L.C., a Marshall Islands limited liability company (the "Operating Company"). Capitalized terms not otherwise defined in this Amendment shall have the respective meanings ascribed to them in the Agreement.

BACKGROUND

A. On November 18, 2016, the Partnership and S. Goldman entered into the Agreement, which provided for the issuance and sale from time to time of up to \$25,000,000 of Common Units under the Partnership's registration statement on Form F-3 (Registration No. 333-192176) (the "First Registration Statement").

B. The First Registration Statement expired on January 15, 2017.

C. On June 2, 2017, the parties amended the Agreement in order to allow the continued offer and sale of up to \$22,243,642 of Common Units under a separate registration statement on Form F-3 (Registration No. 333-215529) (the "Second Registration Statement").

D. The Second Registration Statement expired on May 5, 2020.

E. The general partner interests in the Partnership previously held by the Former General Partner were acquired by Olympos Maritime Ltd. on August 29, 2019.

E. The parties now wish to amend the Agreement in order to (i) allow the continued offer and sale of up to \$22,243,642 of Common Units under a separate registration statement on Form F-3 (Registration No. 333- 237934) (the "New Registration Statement") and (ii) provide for the assumption of the rights and obligations of the Former General Partner under the Agreement by Olympos Maritime Ltd.

AGREEMENT

In consideration of the foregoing, the parties hereby agree as follows:

1. Filing of Second Registration Statement. The term "Registration Statement" in the Agreement shall be deemed to mean: (a) prior to June 2, 2017, the First Registration Statement, (b) from June 2, 2017 to the date of this Amendment, the Second Registration Statement and (c) from and after the date of this Amendment, the New Registration Statement. Sales under the New Registration Statement may commence at any time after the filing of a prospectus supplement pursuant to Rule 424(b) under the Securities Act, which shall contain substantially the same plan of distribution as contained in the prospectus supplement filed with respect to the Second Registration Statement (the "New Prospectus Supplement"). References in the Agreement, as amended, to the "Prospectus" shall, with respect to sales made under the New Registration Statement, refer to the New Prospectus Supplement and the base prospectus dated May 15, 2020 and related to the New Registration Statement.

2. Assumption of Rights and Obligations of the General Partner. The term “General Partner” shall mean: (a) prior to the date of this Amendment, Navios GP L.L.C., and (c) from and after the date of this Amendment, Olympos Maritime Ltd. The term “Partnership Parties” shall mean: (a) prior to the date of this Amendment, the Partnership, the Operating Company and Navios GP L.L.C., collectively, and (c) from and after the date of this Amendment, the Partnership, the Operating Company and Olympos Maritime Ltd., collectively.

4. Assumption of Rights and Obligations of the General Partner. Olympos Maritime Ltd. hereby expressly assumes all obligations and liabilities of the General Partner under the Agreement.

2. Representations and Warranties. The Company hereby represents and warrants that the representations and warranties of each of the Partnership Parties, as set forth in Section 1 of the Agreement, are true and correct as of the date of this Amendment.

3. Miscellaneous. All other terms of the Agreement shall remain in full force and effect including, without limitation, all indemnification and contribution terms set forth therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

If the foregoing correctly sets forth the understanding among the Partnership Parties and S. Goldman, please so indicate in the space provided below for that purpose, whereupon this Amendment shall constitute a binding agreement among the Partnership Parties and S. Goldman.

Very truly yours,

NAVIOS MARITIME PARTNERS L.P.

By: /s/ Efstratios Desypris

Name: Efstratios Desypris

Title: Chief Financial Officer

OLYMPOS MARITIME LTD.

By: Navios Maritime Holdings Inc., its sole member

By: /s/ Brigido Navarro

Name: Brigido Navarro

Title: Sole Director

NAVIOS MARITIME OPERATING L.L.C.

By: Navios Maritime Partners L.P., its sole member

By: Navios GP L.L.C., its general partner

By: /s/ Vasiliki Papaefthymiou

Name: Vasiliki Papaefthymiou

Title: Secretary

[Signature Page to Amendment No. 2 to Continuous Offering Program Sales Agreement]

ACCEPTED as of the date first-above written:

S. GOLDMAN CAPITAL LLC

By: /s/ Sheldon M. Goldman

Name: Sheldon M. Goldman

Title: Senior Managing Director

[Signature Page to Amendment No. 2 to Continuous Offering Program Sales Agreement]

REEDER & SIMPSON, P.C.
ATTORNEYS AT LAW

P.O. Box 601
RRE Commercial Center
Majuro, MH 96960 - Marshall Islands

RMI Tel.: +692-625-3602
Honolulu Tel.: +808-352-0749
Email: dreeder.rmi@gmail.com

August 3, 2020

Navios Maritime Partners L.P.
Attention: Angeliki Frangou
7 Avenue de Grande Bretagne, Office 11B2
Monte Carlo, MC 98000 Monaco

Re: **Navios Maritime Partners L.P., a Marshall Islands limited partnership (the “Partnership”)**

Ladies and Gentlemen:

We are licensed to practice law in the Republic of the Marshall Islands (the “RMI”) and are members in good standing of the Bar of the RMI. We are acting as legal counsel in the RMI to the Partnership in connection with (i) the Partnership’s public offering from time to time of up to \$22,243,642 of its common units representing limited partnership interests (the “Securities”), (ii) the Continuous Offering Program Sales Agreement November 18, 2016, as amended on June 2, 2017, and as further amended on August 3, 2020 (the “Sales Agreement”) among the Partnership, Olympos Maritime Ltd. a Marshall Islands corporation and S. Goldman Capital LLC (the “Agent”) and (iii) the registration statement (File No. 333-237934), including the prospectus of the Partnership, dated May 12, 2020, as supplemented by a prospectus supplement, dated August 3, 2020 (collectively, the “Prospectus”), with respect to the offering of the Securities (as amended, the “Registration Statement”).

This opinion has been prepared for use in connection with the filing by the Partnership of a Current Report on Form 6-K, to be filed on or about the date hereof, which will be incorporated by reference into the Registration Statement and Prospectus.

In connection with this opinion, we have examined such documents as may be required to issue this opinion including the Partnership’s operational documentation and certain resolutions adopted by the Partnership’s Board of Directors relating to the offering of the Securities and such other documents or records of the proceedings of the Partnership as we have deemed relevant, and the Registration Statement and the exhibits thereto.

In our examination, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, photostatic or facsimile copies and the authenticity of the originals of such copies.

Based upon the foregoing, we are of the opinion that the Securities are duly authorized and, when issued and delivered to and paid for in accordance with the terms of the Sales Agreement, will be validly issued, fully paid and non-assessable.

Our opinion is limited to the Limited Partnership laws of the Republic of the Marshall Islands, and we express no opinion with respect to the laws of any other jurisdiction. To the extent that any applicable document is stated to be governed by the laws of another jurisdiction, we have assumed for purposes of this opinion that the laws of such jurisdiction are identical to the laws of the Republic of the Marshall Islands.

We have relied as to certain matters on information obtained from public officials, officers of the Partnership, and other sources believed by us to be responsible.

Please note that we are opining only as to the matters expressly set forth herein, and no opinion should be inferred as to any other matters. This opinion is based upon currently existing statutes, rules, regulations and judicial decisions, and we disclaim any obligation to advise you of any change in any of these sources of law or subsequent legal or factual developments which might affect any matters or opinions set forth herein.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the above described Current Report on Form 6-K and its incorporation by reference into the Registration Statement, and to the reference to this firm under the caption "Legal Matters" in the Prospectus. In giving this consent, we do not admit that we are acting within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended.

Very truly yours,

/s/ Dennis J. Reeder

Reeder & Simpson, P.C.

Dennis J. Reeder

[Signature Page to Reeder Opinion Ex. 5.1]