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**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**

**Dated: February 17, 2015**

**Commission File No. 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 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

If "Yes" is marked, indicate the file number assigned to the registrant in connection with Rule 12g3-2(b): N/A

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On February 10, 2015, Navios Maritime Partners L.P. (“Navios Partners”) amended its existing Management Agreement with Navios ShipManagement Inc. (the “Management Agreement Amendment”), a subsidiary of Navios Maritime Holdings Inc., to fix the fees for ship management services of its owned fleet at a daily rate of \$8,500 per very large Container vessel of more than 13,000 TEUs effective from the date of delivery of such vessel to Navios Partners’ fleet through December 31, 2015. Drydocking expenses under this agreement will be reimbursed at cost upon occurrence for each Vessel. The Management Agreement Amendment is attached hereto as Exhibit 10.1 to this Report and is incorporated herein by reference.

On January 26, 2015, Dune Shipping Corp., a wholly-owned subsidiary of Navios Partners, entered into a guarantor joinder agreement to the credit agreement, dated as of June 27, 2013, among Navios Partners, Navios Partners Finance (US) Inc. (together with Navios Partners, the “Borrowers”), the guarantors from time to time party thereto, the lenders from time to time party thereto and Morgan Stanley Senior Funding, Inc., as Administrative Agent (as amended by that certain Incremental Amendment No. 1 dated October 31, 2013 and by that certain Incremental Amendment No. 2 dated November 1, 2013, the “Credit Agreement”), pursuant to which Dune Shipping Corp. was added as a guarantor of the obligations of the Borrowers under the Credit Agreement and related loan documents.

The information contained in this report is hereby incorporated by reference into the Registration Statement on Form F-3, File No. 333-192176.

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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: February 17, 2015

**EXHIBIT INDEX**

**Exhibit  
No.**

**Exhibit**

10.1 Amendment No. 5, dated February 10, 2015, to the Management Agreement, dated November 16, 2007, between Navios Maritime Partners L.P. and Navios ShipManagement Inc.

**AMENDMENT NO. 5 TO THE MANAGEMENT AGREEMENT**

This AMENDMENT NO. 5 TO THE MANAGEMENT AGREEMENT (the "Amendment"), dated as of February 10, 2015, 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 and August 29, 2014 (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. 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, from January 1, 2014 until December 31, 2015, pay NSM a fixed daily fee of US\$4,100 per owned Panamax Vessel, US\$4,000 per Ultra-Handymax Vessel, US\$5,100 per owned Capesize Vessel, US\$6,500 per owned Post-Panamax Container Vessel, US\$7,200 per large Container Vessel of more than 8,000 TEUs and US\$8,500 per very large container vessel of more than 13,000 TEUs payable on the last day of each month. Notwithstanding the foregoing, NMLP's payment to NSM for services provided in item (21) of Schedule A shall be at-cost for each Vessel. Notwithstanding anything to the contrary hereto, the foregoing rate per owned large Container Vessel of more than 13,000 TEUs will be effective as of the date of delivery of such Vessel to NMLP's owned fleet.

2. 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.

3. 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.

4. 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. 5 to Management Agreement]