
**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: September 11, 2019

Commission File Number: 001-38651

Navios Maritime Containers 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

On August 28, 2019, Navios Maritime Containers L.P. (“Navios Containers”) entered into a fourth amendment (the “Fourth Amendment”) to the Management Agreement (as amended, the “Management Agreement”) with Navios ShipManagement Inc. The Fourth 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 Containers in the event the Management Agreement is terminated on or before December 31, 2024. The Fourth 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 Containers: (a) \$6,100 and \$6,265, respectively, daily rate per Container vessels of up to 5,500 TEU; (b) \$6,700 and \$7,830, respectively, daily rate per Container vessels of more than 5,500 TEU and up to 8,000 TEU; (c) \$7,400 and \$8,320, respectively, daily rate per Container vessels of more than 8,000 TEU and up to 10,000 TEU; and (d) 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) through (c) are subject to an annual increase of 3%, unless otherwise agreed. The Fourth 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 Containers also entered into a first amendment (the “First 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 First Amendment also provides for payment of a termination fee by Navios Containers in the event the Administrative Services Agreement is terminated on or before December 31, 2024. The First 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 CONTAINERS L.P.

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

EXHIBIT INDEX

**Exhibit
No.**

Exhibit

- | | |
|-----|---|
| 4.1 | Amendment No. 4 to the Management Agreement, dated as of August 28, 2019 |
| 4.2 | Amendment No. 1 to the Administrative Services Agreement, dated as of August 28, 2019 |

AMENDMENT NO. 4 TO THE MANAGEMENT AGREEMENT

This AMENDMENT NO. 4 TO THE MANAGEMENT AGREEMENT (the "Amendment"), dated as of August 28, 2019, is made by and between Navios Maritime Containers L.P, a partnership duly formed and existing under the laws of the Marshall Islands ("NMCI") 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 June 7, 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 Fixed Daily Fees and the Management Fees for the full calendar year preceding the termination date.

2. 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:

3. 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.

4. Schedule B, paragraph 1, is hereby amended and substituted in its entirety:

In consideration for the provision of the Services listed in Schedule "A" by NSM to NMCI, NMCI shall, during the term of this Agreement, pay NSM:

1. Until December 31, 2019, a fixed daily fee of US\$6,100 per day for container vessels up to 5,500 TEU, US\$6,700 per day for container vessels above 5,500 TEU and up to 8,000 TEU, and US\$7,400 per day for container vessels above 8,000 TEU and up to 10,000 TEU, payable on the last day of each month.
2. Commencing January 1, 2020, a fixed daily fee of US\$6,265 per day for container vessels up to 5,500 TEU, US\$7,830 per day for container vessels above 5,500 TEU and up to 8,000 TEU and US\$8,320 per day for container vessels above 8,000 TEU and up to 10,000 TEU, 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. In addition, NMCI shall pay to NSM dry-docking expenses at cost for each Vessel (together with the Fixed Daily Fees described in the preceding sentence and any applicable value added, sales or services taxes, the "Fees").

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3. a technical and commercial management daily fee of \$50 per Vessel (the "Management Fee")
 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 CONTAINERS L.P.

/s/ Erifili Tsironi

By: Erifili Tsironi

Title: Chief Financial Officer

NAVIOS SHIPMANAGEMENT INC.

/s/ Vasiliki Papaefthymiou

By: Vasiliki Papaefthymiou

Title: Secretary/Director

AMENDMENT NO. 1 TO THE ADMINISTRATIVE SERVICES AGREEMENT

This AMENDMENT NO. 1 TO THE ADMINISTRATIVE SERVICES AGREEMENT (the "Amendment"), dated as of August 28, 2019, is made by and between Navios Maritime Containers L.P, a partnership duly formed and existing under the laws of the Marshall Islands ("NMCI") 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 June 7, 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 CONTAINERS L.P.

/s/ Eri fili Tsironi

By: Eri fili Tsironi

Title: Chief Financial Officer

NAVIOS SHIPMANAGEMENT INC.

/s/ Vasiliki Papaefthymiou

By: Vasiliki Papaefthymiou

Title: Secretary/Director