
UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

August 8, 2008
Date of Report (Date of earliest event reported)

DIODES INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other
jurisdiction of
incorporation)

002-25577
(Commission File Number)

95-2039518
(I.R.S. Employer
Identification No.)

15660 North Dallas Parkway, Suite 850
Dallas, TX
(Address of principal executive offices)

75248
(Zip Code)

(972) 385-2810
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 1.01 Entry into a Material Definitive Agreement.

On August 8, 2008, Diodes Incorporated (the "Company") entered into a letter agreement with Union Bank of California, N.A. (the "Bank") to extend the maturity date of the Company's revolving line of credit in the principal amount of \$22.5 million (the "Credit Facility") to December 1, 2008.

On November 17, 2008, the Company entered into a second letter agreement with the Bank to further extend the maturity date of the Company's Credit Facility to March 2, 2009.

The foregoing summary is qualified in its entirety by reference to the copies of the letter agreements filed as exhibits to this Report.

Item 9.01 Financial Statements and Exhibits**(d) Exhibits.**

Exhibit Number	Description
99.1	Letter agreement dated as of August 8, 2008 extending the maturity date of the Company's revolving line of credit as stated in the Amended and Restated Credit Agreement dated as of March 28, 2008, between Diodes Incorporated and Union Bank of California, N.A.
99.2	Letter agreement dated as of November 17, 2008 extending the maturity date of the Company's revolving line of credit as stated in the Amended and Restated Credit Agreement dated as of March 28, 2008, between Diodes Incorporated and Union Bank of California, N.A.

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 hereunto duly authorized.

Dated: January 23, 2009

DIODES INCORPORATED

By /s/ Carl C. Wertz

CARL C. WERTZ
Chief Financial Officer



Commercial Loan Documentation
P.O. Box 30115
Los Angeles, California 90030-0115

August 8, 2008

Diodes Incorporated
P.O. Box 5097
Westlake Village, CA 91359-5097

Attn: Carl C. Wertz, CFO

Dear Mr. Wertz:

This letter is being sent at the request of your Account Manager, Robert Tietjen, and is to confirm that UNION BANK OF CALIFORNIA, N.A. ("Bank") has agreed to extend the maturity date of the Revolving Line of Credit ("Facility") granted to Diodes Incorporated ("Borrower") in the principal amount of Twenty Two Million Five Hundred Thousand and 00/100ths Dollars (\$22,500,000.00) originally made under a certain note dated March 28, 2008, and Credit Agreement dated February 27, 2003, as amended from time to time, (collectively, the "Agreements"). A copy of the note is attached.

The maturity date of the Facility is hereby extended to December 1, 2008 ("New Maturity Date") and each related letter of credit expiration date and/or trade advance date in the Agreements shall be extended to a date which follows the New Maturity Date by the same number of days as the original expiration date and/or maturity date followed the original maturity date. The Agreements shall be deemed modified as of the date of this letter to reflect the New Maturity Date. All other terms and conditions of the Agreements remain in full force and effect, without waiver or modification. This extension is conditioned upon Borrower's continued payment of interest as provided in the Agreements.

Each advance request, or Borrower's continued payments of principal or interest on the outstanding balance of any term loan, constitutes Borrower's warranty that no event of default as defined in the Agreements and no condition, event or act which, with the giving of notice or the passage of time or both, would constitute such an event of default, shall have occurred and be continuing or shall exist.

BANK HAS NOT COMMITTED TO MAKE ANY FURTHER EXTENSION OF THE MATURITY DATE, OR TO RENEW THE FACILITY BEYOND THE NEW MATURITY DATE. ANY FURTHER EXTENSION OR ANY RENEWAL REMAINS IN THE DISCRETION OF BANK.

If you have any questions, please call your Account Manager, Robert Tietjen, at (818) 595-2096.

Very truly yours,

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Elsa Lopez

Name: Elsa Lopez

Title: CLD Officer



Commercial Loan Documentation
P.O. Box 30115
Los Angeles, California 90030-0115

November 17, 2008

Diodes Incorporated
P.O. Box 5097
Westlake Village, CA 91359-5097

Attn: Carl C. Wertz, CFO

Dear Mr. Wertz:

This letter is being sent at the request of your Account Manager, Robert Tietjen, and is to confirm that UNION BANK OF CALIFORNIA, N.A. ("Bank") has agreed to extend the maturity date of the Revolving Line of Credit ("Facility") granted to Diodes Incorporated ("Borrower") in the principal amount of Twenty Two Million Five Hundred Thousand and 00/100ths Dollars (\$22,500,000.00) originally made under a certain note dated March 28, 2008, and Credit Agreement dated February 27, 2003, as amended from time to time, (collectively, the "Agreements"). A copy of the note is attached.

The maturity date of the Facility is hereby extended to March 2, 2009 ("New Maturity Date") and each related letter of credit expiration date and/or trade advance date in the Agreements shall be extended to a date which follows the New Maturity Date by the same number of days as the original expiration date and/or maturity date followed the original maturity date. The Agreements shall be deemed modified as of the date of this letter to reflect the New Maturity Date. Borrower understands that a condition precedent to Bank's agreement to extend the obligation term to the New Maturity Date is that on or before March 2, 2009, Borrower shall have paid to Bank a non-refundable extension fee of \$12,500.00. All other terms and conditions of the Agreements remain in full force and effect, without waiver or modification. This extension is further conditioned upon Borrower's continued payment of interest as provided in the Agreements.

Each advance request, or Borrower's continued payments of principal or interest on the outstanding balance of any term loan, constitutes Borrower's warranty that no event of default as defined in the Agreements and no condition, event or act which, with the giving of notice or the passage of time or both, would constitute such an event of default, shall have occurred and be continuing or shall exist.

BANK HAS NOT COMMITTED TO MAKE ANY FURTHER EXTENSION OF THE MATURITY DATE, OR TO RENEW THE FACILITY BEYOND THE NEW MATURITY DATE. ANY FURTHER EXTENSION OR ANY RENEWAL REMAINS IN THE DISCRETION OF BANK.

If you have any questions, please call your Account Manager, Robert Tietjen, at (818) 595-2096.

Very truly yours,

UNION BANK OF CALIFORNIA, N.A.

By: /s/ Elsa Lopez

Name: Elsa Lopez

Title: CLD Officer