
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

Date of Report (Date of earliest event reported): October 9, 2008

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 October 9, 2008, a Second Amendment to Addendum to Client's Agreement and Terms and Conditions for Irrevocable Standby Letter of Credit (the "Second Amendment") between Diodes Incorporated (the "Company") and UBS Financial Services Inc. ("UBS") became effective and binding, replacing the first Amendment to Addendum to Client's Agreement and Terms and Conditions for Irrevocable Standby Letter of Credit dated June 9, 2008 (the "First Amendment") between both parties.

Under the Second Amendment, retroactively effective to August 22, 2008, the floating rate of interest per annum for the Company's U.S. \$165 million loan from UBS shall be reduced to the prevailing daily 30-day LIBOR plus 0.00% and may include the compounding of interest.

The foregoing summary of the Second Amendment is qualified in its entirety by the copy of the Second Amendment attached hereto as Exhibit 99.1 and incorporated herein by reference. The Addendum to Client's Agreement and Terms and Conditions for Irrevocable Standby Letter of Credit and the First Amendment have been filed with the Securities and Exchange Commission as exhibits to the Company's Current Report on Form 8-K, filed respectively on April 4, 2008 and June 13, 2008.

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

<u>Exhibit Number</u>	<u>Description</u>
99.1	Second Amendment to Addendum to Client's Agreement and Terms and Conditions For Irrevocable Standby Letter of Credit dated October 2, 2008, between Diodes Incorporated and UBS Financial Services Inc.

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: October 9, 2008

DIODES INCORPORATED

By: /s/ Carl C. Wertz

Carl C. Wertz,
Chief Financial Officer

**SECOND AMENDMENT TO ADDENDUM TO CLIENT'S AGREEMENT AND TERMS AND CONDITIONS
FOR IRREVOCABLE STANDBY LETTER OF CREDIT**

This Second Amendment (the "Amendment"), dated as of October 2, 2008, amends the terms of that certain Addendum to Client's Agreement and Terms and Conditions for Irrevocable Standby Letter of Credit dated as of March 28, 2008 (the "Addendum") by and between UBS Financial Services Inc. ("UBS Financial Services") and Diodes Incorporated (the "Client") (this Amendment, the Amendment to Addendum to Client's Agreement and Terms and Conditions for Irrevocable Standby Letter of Credit, the Addendum, the Client's Agreement and the Terms and Conditions for Irrevocable Standby Letter of Credit are collectively referred to hereinafter as the "Agreement"). Any conflict between the terms of the Agreement and this Amendment shall be resolved in accordance with the terms of this Amendment. Defined terms used herein shall have the respective meanings set forth in the Agreement unless otherwise defined in this Amendment.

UBS Financial Services and the Client, intending to be legally bound, and in consideration of the mutual covenants and promises contained herein, hereby acknowledge and agree that:

1. Section 4 of the Addendum is amended in its entirety to read as follows:

"The first sentence of Section 9 of the Client's Agreement is amended in its entirety to read as follows:

"All amounts advanced and other balances due shall be charged interest at a floating rate of interest per annum equal to the sum of the prevailing daily 30-day LIBOR plus 0.00% that is retroactively effective to August 22, 2008 and in accordance with your usual custom, which may include the compounding of interest, including any increases in rates which reflect adjustments in 30-day LIBOR."

2. Except as expressly amended by the terms in this Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. This Amendment may be signed in multiple counterparts and all of said counterparts taken together shall constitute one and the same instrument.
3. This Amendment shall not become effective and binding upon UBS Financial Services until this Amendment has been executed by the Client and accepted by UBS Financial Services at its home office.

IN WITNESS WHEREOF, each of the parties has signed this Amendment pursuant to due and proper authority as of the date first above written.

DIODES INCORPORATED

UBS FINANCIAL SERVICES INC.

By: /s/ Richard D. White
Name: Richard D. White
Title: Sr. VP Finance

By: /s/ Anthony D'Andrea
Name: Anthony D'Andrea
Title: ED — RP

By: /s/ Mark R. Guarino
Name: Mark R. Guarino
Title: D — Credit Risk Control