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

FORM 10-Q

(Mark One)

x QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2012.

o TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to .

Commission File Number 001-32472

TGC INDUSTRIES, INC.
(Exact name of registrant as specified in its charter)

Texas	**74-2095844**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
101 East Park Blvd., Suite 955, Plano, Texas	**75074**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(972) 881-1099**

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes x No o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes x No o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o	Accelerated filer x
Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes o No x

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Title of Each Class	Outstanding at October 29, 2012
Common Stock ($.01 Par Value)	20,652,424

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

Reference is made to the succeeding pages for the following financial information:

Table of Contents

TGC INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS
September 30, 2012

	September 30, 2012 (Unaudited)	December 31, 2011
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 21,481,441	$ 15,745,559
Trade accounts receivable	27,778,928	19,351,023
Cost and estimated earnings in excess of billings on uncompleted contracts	2,133,882	5,101,478
Prepaid expenses and other	2,956,917	1,606,936
Total current assets	54,351,168	41,804,996
PROPERTY AND EQUIPMENT - at cost		
Machinery and equipment	176,893,034	139,017,290
Automobiles and trucks	14,236,510	12,616,608
Furniture and fixtures	489,520	434,146
Leasehold improvements	14,994	14,994
	191,634,058	152,083,038
Less accumulated depreciation and amortization	(110,712,036)	(94,286,207)
	80,922,022	57,796,831
Goodwill	201,530	201,530
Other assets	89,585	77,870
	291,115	279,400
Total assets	$ 135,564,305	$ 99,881,227

See Notes to Consolidated Financial Statements

Table of Contents

TGC INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS - CONTINUED
September 30, 2012

	September 30, 2012 (Unaudited)	December 31, 2011
LIABILITIES AND SHAREHOLDERS’ EQUITY		
Trade accounts payable	$ 12,437,945	$ 9,256,392
Accrued liabilities	4,306,002	2,598,126
Billings in excess of costs and estimated earnings on uncompleted contracts	5,248,177	937,755
Federal and state income taxes payable	4,867,629	2,017,644
Current maturities of notes payable	9,390,449	5,802,513
Current portion of capital lease obligations	1,933,121	1,336,037
Total current liabilities	38,183,323	21,948,467
NOTES PAYABLE, less current maturities	11,952,489	5,328,892
CAPITAL LEASE OBLIGATIONS, less current portion	1,739,744	1,626,612
LONG-TERM DEFERRED TAX LIABILITY	6,144,477	7,257,576

COMMITMENTS AND CONTINGENCIES	—	—
SHAREHOLDERS' EQUITY		
Preferred stock, $1.00 par value; 4,000,000 shares authorized; issued - none	—	—
Common stock, $.01 par value; 25,000,000 shares authorized; 20,732,500 and 19,348,436 in each period	207,325	193,484
Additional paid-in capital	29,353,883	28,176,922
Retained earnings	47,021,322	35,499,541
Treasury stock, at cost, 80,076 and 37,820 shares in each period	(691,009)	(257,394)
Accumulated other comprehensive income	1,652,751	107,127
	77,544,272	63,719,680
Total liabilities and shareholders' equity	$ 135,564,305	$ 99,881,227

See Notes to Consolidated Financial Statements

Table of Contents

TGC INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF EARNINGS (UNAUDITED)
September 30, 2012

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Revenue	$ 41,834,680	$ 31,013,392	$ 139,264,045	$ 111,476,221
Cost and expenses				
Cost of services	30,918,343	21,718,157	94,477,345	77,938,081
Selling, general and administrative	2,134,408	2,437,866	6,484,735	7,211,319
Depreciation and amortization expense	6,685,698	4,968,140	18,591,209	14,209,566
	39,738,449	29,124,163	119,553,289	99,358,966
Income from operations	**2,096,231**	**1,889,229**	**19,710,756**	**12,117,255**
Interest expense	350,366	192,495	873,004	575,191
Income before income taxes	**1,745,865**	**1,696,734**	**18,837,752**	**11,542,064**
Income tax expense	634,223	650,156	7,315,971	4,144,977
NET INCOME	**$ 1,111,642**	**$ 1,046,578**	**$ 11,521,781**	**$ 7,397,087**
Earnings per common share:				
Basic	$ 0.05	$ 0.05	$ 0.56	$ 0.37
Diluted	$ 0.05	$ 0.05	$ 0.55	$ 0.36
Weighted average number of common shares outstanding:				
Basic	20,566,096	20,211,848	20,433,905	20,194,276
Diluted	20,878,977	20,512,761	20,815,181	20,512,061

See Notes to Consolidated Financial Statements

Table of Contents

TGC INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
September 30, 2012

Three Months Ended September 30,		Nine Months Ended September 30,	
2012	2011	2012	2011

Net Income	$ 1,111,642	$ 1,046,578	$ 11,521,781	$ 7,397,087
Other comprehensive income (loss):				
Foreign currency translation adjustments	1,852,637	(1,988,785)	1,545,624	(1,198,154)
Total other comprehensive income (loss), net of tax	$ 2,964,279	$ (942,207)	$ 13,067,405	$ 6,198,933

See Notes to Consolidated Financial Statements

TGC INDUSTRIES, INC.
Consolidated Statement of Cash Flows (Unaudited)
September 30, 2012

	Nine Months Ended September 30,	
	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 11,521,781	$ 7,397,087
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	18,591,209	14,209,566
(Gain) loss on disposal of property and equipment	(1,060,986)	(126,522)
Non-cash compensation	380,955	168,652
Cash paid in lieu of stock options	—	—
Deferred income taxes	(1,113,099)	1,011,034
Changes in operating assets and liabilities		
Trade accounts receivable	(8,119,120)	(701,599)
Cost and estimated earnings in excess of billings on uncompleted contracts	3,005,148	2,586,403
Prepaid expenses and other	1,544,548	1,942,411
Prepaid federal and state income tax	78,268	1,042,770
Other assets	(10,246)	(13,707)
Trade accounts payable	3,062,383	(1,406,656)
Accrued liabilities	1,669,776	2,015,569
Billings in excess of cost and estimated earnings on uncompleted contracts	4,310,422	298,292
Income taxes payable	2,704,357	1,544,449
NET CASH PROVIDED BY OPERATING ACTIVITIES	36,565,396	29,967,749
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(23,673,444)	(14,144,555)
Proceeds from sale of property and equipment	1,695,986	233,012
NET CASH USED IN INVESTING ACTIVITIES	(21,977,458)	(13,911,543)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes payable	(7,875,848)	(6,488,083)
Principal payments on capital lease obligations	(1,458,415)	(979,982)
Proceeds from exercise of stock options	377,382	164,356
Payment of dividends	(1,150)	—
NET CASH USED IN FINANCING ACTIVITIES	(8,958,031)	(7,303,709)
NET INCREASE IN CASH AND CASH EQUIVALENTS	5,629,907	8,752,497
EFFECT OF EXCHANGE RATES ON CASH	105,975	(86,429)
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	15,745,559	13,072,503
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 21,481,441	$ 21,738,571
Supplemental cash flow information		
Interest paid	$ 873,004	$ 575,191
Income taxes paid	$ 5,646,445	$ 545,432
Noncash investing and financing activities		
Capital lease obligations incurred	$ 2,129,880	$ 1,419,412
Financed equipment purchase	$ 15,201,800	$ 6,765,619
Financed insurance premiums	$ 2,882,751	$ 2,162,868
Restricted stock awards to employees	$ 1,334,014	$ —
Treasury shares issued for stock options exercised	$ 433,615	$ —

See Notes to Consolidated Financial Statements

Table of Contents

NOTE A

BASIS OF PRESENTATION

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America for interim financial information and the instructions to Form 10-Q. Accordingly, they do not include all of the financial information and footnotes required by generally accepted accounting principles for complete financial statements. References to “we,” “us,” “our,” “its,” or the “Company” refer to TGC Industries, Inc. and our subsidiaries.

In connection with the preparation of these consolidated financial statements, the Company evaluated subsequent events after the balance sheet date of September 30, 2012, through November 9, 2012, the date these consolidated financial statements were issued.

REVENUE RECOGNITION

Seismic Surveys

The Company provides seismic data acquisition survey services to its customers under general service agreements which define certain obligations for the Company and for its customers. A supplemental agreement setting forth the terms of a specific project, which may be cancelled by either party upon 30 days’ advance written notice, is entered into for every project. These supplemental agreements are either “turnkey” agreements providing for a fixed fee to be paid for each unit of seismic data acquired or “term” agreements providing for a fixed hourly, daily, or monthly fee during the term of the project. The duration of these projects will vary from a few days to several months. The Company recognizes revenue when services are performed under both types of agreements. Services are defined as the commencement of data acquisition. Under turnkey agreements, the total number of units of seismic data to be gathered is set forth in the agreement, and revenue is recognized as services are performed on a per unit of seismic data acquired rate. Under term agreements, revenue is recognized as services are performed based on the time worked rate provided in the term agreement. Under both turnkey and term agreements, cost of earned revenue is recognized by multiplying total estimated agreement cost by the percentage-of-completion of the agreement. The excess of that amount over the cost of earned revenue reported in prior periods is recognized as cost of earned revenue for the period. Agreements are not segmented or combined for purposes of calculating percentage of completion. The asset “Cost and estimated earnings in excess of billings on uncompleted contracts” represents cost incurred on turnkey agreements in excess of billings on those agreements. The liability “Billings in excess of costs and estimated earnings on uncompleted contracts” represents billings on turnkey agreements in excess of cost on those agreements.

RECENT ACCOUNTING PRONOUNCEMENTS

In May 2011, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2011-04, *Fair Value Measurement (Topic 820): Amendments to Achieve Common Fair Value Measurement and Disclosure Requirements in U.S. GAAP and International Financial Reporting Standards* (“ASU 2011-04”), to provide a consistent definition of fair value and ensure that the fair value measurement and disclosure requirements are similar between U.S. GAAP and International Financial Reporting Standards (“IFRS”). ASU 2011-04 changes certain fair value measurement principles and enhances disclosure requirements, particularly for Level 3 fair value measurements. ASU 2011-04 became effective in our first quarter of 2012 and will be applied prospectively. The adoption of this standard did not have a significant impact on our financial statements or disclosures.

Table of Contents

NOTE A - continued

In June 2011, the FASB issued ASU 2011-05, *Comprehensive Income (Topic 220)—Presentation of Comprehensive Income* (“ASU 2011-05”), which requires an entity to present the total of comprehensive income, the components of net income, and the components of other comprehensive income either in a single continuous statement of comprehensive income or in two separate but consecutive statements. ASU 2011-05 eliminates the option to present the components of other comprehensive income as part of the statement of changes in shareholders’ equity. This update does not change what items are reported in other comprehensive income or the requirement to report reclassification of items from other comprehensive income to net income. ASU 2011-05 became effective in our first quarter of 2012. The adoption changed the order in which we presented certain financial statements, but did not have any other impact on our financial statements.

In September 2011, the FASB issued ASU 2011-08, *Intangibles-Goodwill and Other-Topic 350: Testing for Impairment* (“ASU 2011-08”). ASU 2011-08 amends the guidance in FASB Accounting Standards Codification Topic (“ASC”) 350-20, *Intangibles-Goodwill and Other-Goodwill*. The intent of this ASU is to simplify how entities test goodwill for impairment by allowing an entity to use a qualitative approach to test goodwill for impairment. The amendments in the ASU permit an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in ASC 350-20. The amendments do not change the current guidance for testing other indefinite-lived assets for impairment. ASU 2011-08 is effective for goodwill impairment tests performed for fiscal years beginning after December 15, 2011. Early application is permitted. The Company elected to adopt this standard early and effective as of December 31, 2011, in its year-end goodwill impairment analysis. The adoption of this standard did not have a significant effect on the Company's consolidated financial statements and related disclosures.

In December 2011, the FASB issued ASU No. 2011-11, *Balance Sheet (Topic 210) — Disclosures about Offsetting Assets and Liabilities* ("ASU 2011-11"). This update requires the following new disclosures related to recognized financial instruments (and derivatives) subject to master netting arrangements or similar agreements: (i) the gross amounts of recognized financial assets and liabilities; (ii) the amounts offset under current GAAP; (iii) the net amounts presented in the balance sheet; (iv) the amounts subject to an enforceable master netting arrangement or similar agreement that were not included in (ii); and (v) the net amount representing the difference between (iii) and (iv). The update also requires qualitative disclosures related to counterparties, setoff rights, and terms of enforceable master netting arrangements and related agreements depending on their effect or potential effect on the entity's financial position. The new disclosures will enable financial statement users to compare balance sheets prepared under U.S. GAAP and IFRS, which are subject to different offsetting models. ASU 2011-11 is effective for fiscal years, and interim periods within those years, beginning on or after January 1, 2013. The Company does not currently expect that the adoption of this update in the first quarter of 2013 will have a significant effect on its consolidated financial statements and related disclosures.

In July 2012, the FASB issued ASU No. 2012-02, *Intangibles-Goodwill and Other (Topic 350) — Testing Indefinite-Lived Intangible Assets for Impairment* ("ASU 2012-02"). This ASU provides entities with an option to first assess qualitative factors to determine whether events or circumstances indicate that it is more likely than not that the indefinite-lived intangible asset is impaired. If an entity concludes that it is more than 50% likely that an indefinite-lived intangible asset is not impaired, no further analysis is required. However, if an entity concludes otherwise, it would be required to determine the fair value of the indefinite-lived intangible asset to measure the amount of actual impairment, if any, as currently required under U.S. GAAP. The ASU is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. The Company does not currently expect that the adoption of this update in the first quarter of 2013 will have a significant effect on its consolidated financial statements and related disclosures.

NOTE B — MANAGEMENT PRESENTATION

In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation of financial position, results of operations, and changes in financial position have been included. The results of the interim periods are not necessarily indicative of results to be expected for the entire year. For further information, refer to the financial statements and the footnotes thereto included in the Company's Annual Report for the year ended December 31, 2011, filed on Form 10-K.

NOTE C — EARNINGS PER SHARE

Basic earnings per common share are based upon the weighted average number of shares of common stock ("common shares") outstanding. Diluted earnings per share are based upon the weighted average number of common shares outstanding and, when dilutive, common shares issuable for stock options, warrants, and convertible securities. All earnings per common share for the three-month and nine-month periods ended September 30, 2012, and 2011, have been adjusted for the 5% stock dividend paid on May 14, 2012, to shareholders of record as of April 30, 2012.

The following is a reconciliation of net income and weighted average common shares outstanding for purposes of calculating basic and diluted net income per share:

	Three Months Ended September 30, (Unaudited)		Nine Months Ended September 30, (Unaudited)	
	2012	**2011**	**2012**	**2011**
Basic:				
Numerator:				
Net income	$ 1,111,642	$ 1,046,578	$ 11,521,781	$ 7,397,087
Denominator:				
Basic - weighted average common shares outstanding	20,566,096	20,211,848	20,433,905	20,194,276
Basic EPS	$ 0.05	$ 0.05	$ 0.56	$ 0.37
Diluted:				
Numerator:				
Net income	$ 1,111,642	$ 1,046,578	$ 11,521,781	$ 7,397,087
Denominator:				
Weighted average common shares outstanding	20,566,096	20,211,848	20,433,905	20,194,276
Effect of Dilutive Securities:				
Stock options	312,881	300,913	381,276	317,785
	20,878,977	20,512,761	20,815,181	20,512,061
Diluted EPS	$ 0.05	$ 0.05	$ 0.55	$ 0.36

TGC INDUSTRIES, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS - CONCLUDED
September 30, 2012

NOTE D — DIVIDENDS

On April 20, 2012, the Company declared a five percent (5%) stock dividend on its outstanding common shares. The 5% stock dividend was paid on May 14, 2012, to shareholders of record as of April 30, 2012. Cash in lieu of fractional shares in the total amount of $1,150 was paid to shareholders based on the last sales price of the common shares on the record date. No dividends were declared or paid in 2011.

NOTE E — INCOME TAXES

Deferred income taxes reflect the impact of temporary differences between the amounts of assets and liabilities recognized for financial reporting purposes and such amounts recognized for tax purposes. In addition, the Company paid, during the first nine months of 2012, federal and various state estimated income taxes for tax year 2012, as well as various state income taxes for tax year 2011.

NOTE F — SHARE-BASED COMPENSATION

The Company accounts for share-based compensation awards and for unvested awards outstanding using the modified prospective application method. Accordingly, we recognized the fair value of the share-based compensation awards as wages in the Consolidated Statements of Earnings on a straight-line basis over the vesting period. We have recognized compensation expense, relative to share-based awards, in wages in the Consolidated Statements of Earnings of approximately $194,000 and $107,000, or approximately $0.01 per share, for the three months ended September 30, 2012, and 2011, respectively, and approximately $381,000 and $334,000, or approximately $0.02 per share, for the nine months ended September 30, 2012, and 2011, respectively.

As of September 30, 2012, there was approximately $1,309,000 of unrecognized compensation expense related to our two share-based compensation plans which the Company expects to recognize over a period of three years.

NOTE G — ENTRY INTO A DEFINITIVE AGREEMENT

On October 15, 2012, we disclosed that the Company entered into an agreement with Geospace Technologies to purchase 8,000 stations of 3-channel GSX wireless seismic recording equipment, along with all peripheral equipment, to be deployed in Canada. The Company took delivery of substantially all of this equipment during October 2012. This purchase was financed with a $7,000,000 36-month note payable to a commercial bank and approximately $7,200,000 in existing cash.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS.

The following discussion and analysis should be read in conjunction with our financial statements and related notes thereto included elsewhere in this Form 10-Q. Portions of this document that are not statements of historical or current fact are forward-looking statements that involve risk and uncertainties, such as statements of our plans, objectives, expectations, and intentions. The cautionary statements made in this Form 10-Q should be read as applying to all related forward-looking statements wherever they appear in this Form 10-Q. Our actual results could differ materially from those anticipated in the forward-looking statements. Factors that could cause our actual results to differ materially from anticipated results include those discussed in Part II, Item 1A. "RISK FACTORS."

Forward Looking Statements

This report includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. All statements other than statements of historical fact included in this report regarding the Company's strategies and plans for growth are forward-looking statements. These forward-looking statements are often characterized by the terms "may," "will," "anticipate," "estimate," "expect," "project," "intend," "plan," "believe," "target," and other words and terms of similar meanings and do not reflect historical facts. Although management believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. Important factors that could cause actual results to differ materially from such expectations are disclosed in the Company's Securities and Exchange Commission filings, and include, but are not limited to, the dependence upon energy industry spending for seismic services, the unpredictable nature of forecasting weather, the potential for contract delay or cancellation, the potential for fluctuations in oil and natural gas prices, the availability of capital resources, and the current weak economic recovery which could adversely affect our revenues and cash flow if our customers, and/or potential customers, become unable to pay, or must delay payment of, amounts owing to the Company because such customers are not successful in generating revenues or are precluded from securing necessary financing. The forward-looking statements contained herein reflect the current views of the Company's management, and the Company assumes no obligation to update the forward-looking statements or to update the reasons actual results could differ from those contemplated by such forward-looking statements.

Executive Overview

TGC Industries, Inc. is a Texas corporation, and with its wholly-owned subsidiary, Eagle Canada, Inc., a Delaware corporation, (collectively "TGC" or the "Company"), is primarily engaged in the geophysical service business of conducting three-dimensional ("3-D") surveys for clients in the oil and gas business. TGC's principal business office is located at 101 E. Park Blvd., Suite 955, Plano, Texas 75074 (Telephone: 972-881-1099). TGC's internet address is www.tgcseismic.com. TGC makes available free of charge on its website its annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K as soon as reasonably practicable after filing with, or furnishing such information to, the Securities and Exchange Commission.

Table of Contents

The Company is a leading provider of seismic data acquisition services throughout the continental United States and Canada. We supply seismic data to companies engaged in the domestic exploration and development of oil and natural gas on land and in land-to-water transition areas. Our customers rely on seismic data to identify areas where subsurface conditions are favorable for the accumulation of existing hydrocarbons, to optimize the development and production of hydrocarbon reservoirs, to better delineate existing oil and natural gas fields, and to augment reservoir management techniques. We operated nine seismic crews in the U.S. during the third quarter of 2012. We operated an average of one and one-half crews in Canada during the third quarter. Due to the seasonality of the Canadian market, the second and third quarters are usually weak quarters for activity in Canada, and we expect increasing levels of seismic activity in that region for the next two quarters starting with the fourth quarter of 2012.

We acquire geophysical data using the latest in 3-D survey techniques. We introduce acoustic energy into the ground by using vibration equipment or dynamite detonation, depending on the surface terrain and subsurface requirements. The reflected energy, or echoes, is received through geophones, converted into a digital signal at a multi-channel recording unit, and then transmitted to a central recording vehicle. Subsurface requirements dictate the number of channels necessary to perform our services. With our state-of-the-art seismic equipment, including computer technology and multiple channels, we acquire, on a cost effective basis, immense volumes of seismic data that when processed and interpreted produce more precise images of the earth's subsurface. Our customers then use our seismic data to generate 3-D geologic models that help reduce finding costs and improve recovery rates from existing wells.

We provide our seismic data acquisition services primarily to major and independent domestic onshore oil and natural gas exploration and development companies for use in the onshore drilling and production of oil and natural gas in the continental United States and Canada. The main factors influencing demand for seismic data acquisition services in our industry are the level of drilling activity by oil and natural gas companies and the sizes of such companies' exploration and development budgets, which, in turn, depend largely on current and anticipated future crude oil and natural gas prices and depletion rates.

The services we provide to our customers vary according to the size and needs of each customer. Our services are marketed by supervisory and executive personnel who contact customers to determine their needs and respond to customer inquiries regarding the availability of crews. Contacts are based principally upon professional relationships developed over a number of years. There are a number of consultants in the oil and natural gas industry who process and interpret seismic data for oil and natural gas companies. These consultants can have an influence in determining which company their customers use to acquire seismic data.

The acquisition of seismic data for the oil and natural gas industry is a highly competitive business. Contracts for such services generally are awarded on the basis of price quotations, crew experience, and the availability of crews to perform in a timely manner, although other factors such as crew safety performance history and technological and operational expertise are often determinative. Our competitors include companies with financial resources that are significantly greater than our own as well as companies of comparable and smaller size. Our primary competitors are Dawson Geophysical Company, Geo Kinetics, Inc., and CGG-Veritas. These competitors are publicly-traded companies with long operating histories which field numerous crews and work in a number of different regions and terrain. In addition to the previously named companies, we also compete for projects from time to time with smaller seismic companies which operate in local markets with only one or two crews and often specialize in specific regions or type of operations. We believe that our long-term industry expertise, the customer relationships developed over our history, and our financial stability give us an advantage over most of our competitors in the industry.

Table of Contents

Results of Operations

The Company's business is subject to seasonal variations; thus the results of operations for the three and nine months ended September 30, 2012, are not necessarily indicative of a full year's results.

Nine Months Ended September 30, 2012, Compared to Nine Months Ended September 30, 2011 (Unaudited)

Revenues. Our revenues were $139,264,045 for the nine months ended September 30, 2012, compared to $111,476,221 for the same period of 2011, an increase of 24.9%. This increase in revenues was attributable to continued improvement in the North American land seismic acquisition market, increased efficiencies of new wireless recording technology, and our record first quarter in 2012 in which we operated additional seismic crews in the U.S. and Canada. We operated eight seismic crews in the U.S. during the first and second quarters, and added a ninth crew in the third quarter of 2012, as compared to seven seismic crews in the U.S. during the first quarter and eight crews in the second and third quarters of 2011.

Cost of services. Our cost of services was $94,477,345 for the nine months ended September 30, 2012, compared to $77,938,081 for the same period of 2011, an increase of 21.2%. This increase was primarily attributable to strong revenue growth during the first three quarters of 2012 and our fielding of two additional crews in the first quarter of 2012. As a percentage of revenues, cost of services was 67.8% for the nine months ended September 30, 2012, compared to 69.9% for the same period of 2011.

Selling, general, and administrative expenses. Selling, general, and administrative ("SG&A") expenses were $6,484,735 for the nine months ended September 30, 2012, compared to $7,211,319 for the same period of 2011, a decrease of 10.1%. This decrease was primarily attributable to $1,683,074 of transaction costs in 2011 related to a terminated merger transaction, partially offset by increased compensation costs for recent staff additions. SG&A expense as a percentage of revenues was 4.7% for the nine months ended September 30, 2012, compared with 6.5% for the same period of 2011.

Depreciation and amortization expense. Depreciation and amortization expense was $18,591,209 for the nine months ended September 30, 2012, compared to $14,209,566 for the same period of 2011, an increase of 30.8%. This increase was primarily attributable to capital expenditures of approximately $41,000,000 for the nine months ended September 30, 2012. Depreciation and amortization expense as a percentage of revenues was 13.3% for the nine months ended September 30, 2012, compared to 12.7% for the same period of 2011.

Income from operations. Income from operations was $19,710,756 for the nine months ended September 30, 2012, compared to $12,117,255 for the same period of 2011. The increase was attributable to an increase in revenues, partially offset by increases in cost of services and depreciation expenses discussed above. EBITDA increased $11,975,144 to $38,301,965 for the nine months ended September 30, 2012, from $26,326,821 for the same period of 2011, an increase of 45.5%. This increase was a result of factors discussed above. For a definition of EBITDA, a reconciliation of EBITDA to net income, and discussion of EBITDA, refer to the section entitled "EBITDA" found below.

Interest expense. Interest expense was $873,004 for the nine months ended September 30, 2012, compared to $575,191 for the same period of 2011, an increase of 51.8%. This increase was primarily attributable to a five-year $7,701,800 note payable and a three-year $7,500,000 note payable from commercial banks to finance, in part, our recent purchases of seismic acquisition equipment.

Income tax expense. Income tax expense was $7,315,971 for the nine months ended September 30, 2012, compared to $4,144,977 for the same period of 2011. The effective tax rate was 38.8% for the nine months ended September 30, 2012, compared to an effective tax rate of 35.9% for the nine months ended September 30, 2011, See Note E of Notes to Financial Statements in Item 1.

Table of Contents

Three Months Ended September 30, 2012, Compared to Three Months Ended September 30, 2011 (Unaudited)

Revenues. Our revenues were $41,834,680 for the three months ended September 30, 2012, compared to $31,013,392 for the same period of 2011, an increase of 34.9% reflecting the continuing strength in the U.S. land seismic market. We operated nine crews in the U.S. during the third quarter of 2012 compared with eight crews in the U.S. during the third quarter of 2011. The Company's Canadian operations did not contribute significantly to the overall results of this year's or last year's third quarter.

Cost of services. Our cost of services was $30,918,343 for the three months ended September 30, 2012, compared to $21,718,157 for the same period of 2011, an increase of 42.4%. This increase was primarily attributable to increased revenues, our operation of additional seismic acquisition crews as discussed above, and increased costs associated with ramp-up costs for the Company's Canadian operations. As a percentage of revenues, cost of services was 73.9% for the three months ended September 30, 2012, compared to 70.0% for the same period of 2011.

Selling, general, and administrative expenses. SG&A expenses were $2,134,408 for the three months ended September 30, 2012, compared to $2,437,866 for the same period of 2011, a decrease of 12.4%. This decrease was primarily due to costs in 2011 associated with a terminated merger transaction. SG&A expense as a percentage of revenues was 5.1% for the three months ended September 30, 2012, compared with 7.9% for the same period of 2011.

Depreciation and amortization expense. Depreciation and amortization expense was $6,685,698 for the three months ended September 30, 2012, compared to $4,968,140 for the same period of 2011, an increase of 34.6%. This increase was primarily attributable to additions of seismic recording equipment, vibration vehicles, and other equipment and vehicles. Depreciation and amortization expense as a percentage of revenues was 16.0% for the three months ended September 30, 2012, and also for the same period of 2011.

Income from operations. Income from operations was $2,096,231 for the three months ended September 30, 2012, compared to $1,889,229 for the same period of 2011. This increase was primarily attributable to the significant increase in revenues, partially offset by increases in cost of services, and depreciation and amortization expenses discussed above. EBITDA increased $1,924,560 to $8,781,929 for the three months ended September 30, 2012, from $6,857,369 for the same period of 2011, an increase of 28.1%. This increase was a result of those factors mentioned above. For a definition of EBITDA, a reconciliation of EBITDA to net income, and discussion of EBITDA, please refer to the section entitled "EBITDA" found below.

Interest expense. Interest expense was $350,366 for the three months ended September 30, 2012, compared to $192,495 for the same period of 2011, an increase of 82.0%. This increase was primarily attributable to a five-year $7,701,800 note payable and a three-year $7,500,000 note payable from commercial banks to finance, in part, our recent purchases of seismic acquisition equipment.

Income tax expense. Income tax expense was $634,223 for the three months ended September 30, 2012, compared to $650,156 for the same period of 2011. The effective tax rate was 36.3% for the three months ended September 30, 2012, compared to 38.3% for the same period of 2011. See Note E of Notes to Financial Statements in Item 1.

Table of Contents

EBITDA

We define EBITDA as net income plus interest expense, income taxes, and depreciation and amortization expense. We use EBITDA as a supplemental financial measure to assess:

- the financial performance of our assets without regard to financing methods, capital structures, taxes, or historical cost basis;
- our liquidity and operating performance over time and in relation to other companies that own similar assets and that we believe calculate EBITDA in a manner similar to us; and
- the ability of our assets to generate cash sufficient for us to pay potential interest costs.

We also understand that such data is used by investors to assess our performance. However, EBITDA is not a measure of operating income, operating performance, or liquidity presented in accordance with generally accepted accounting principles. When assessing our operating performance or our liquidity, you should not consider this data in isolation or as a substitute for our net income, cash flow from operating activities, or other cash flow data calculated in accordance with generally accepted accounting principles. EBITDA excludes some, but not all, items that affect net income and operating income, and these measures may vary among other companies. Therefore, EBITDA as presented below may not be comparable to similarly titled measures of other companies. Further, the results presented by EBITDA cannot be achieved without incurring the costs that the measure excludes: interest expense, income taxes, and depreciation and amortization.

The following table reconciles our EBITDA to our net income:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
	(unaudited)		(unaudited)	
Net income	$ 1,111,642	$ 1,046,578	$ 11,521,781	$ 7,397,087
Depreciation and amortization	6,685,698	4,968,140	18,591,209	14,209,566
Interest expense	350,366	192,495	873,004	575,191
Income tax expense	634,223	650,156	7,315,971	4,144,977
EBITDA	8,781,929	$ 6,857,369	$ 38,301,965	$ 26,326,821

Liquidity and Capital Resources

Cash Flows

Cash flows from operating activities.

Net cash provided by operating activities was $36,565,396 for the nine months ended September 30, 2012, compared to $29,967,749 for the same period of 2011. The $6,597,647 increase during the first nine months of 2012 from the same period of 2011 was primarily attributable to net income of $11,521,781 during the nine months ended September 30, 2012 compared to $7,397,087 for the same period of 2011, the timing of billings and revenue recognition, the collections of accounts receivable, the timing of receipt and payment of invoices, federal and state income taxes payable, depreciation and amortization, and the mix of contracts.

Working capital decreased $3,688,684 to $16,167,845 as of September 30, 2012, from the December 31, 2011 working capital of $19,856,529. This decrease was primarily due to a decrease in cost and estimated earnings in excess of billings on uncompleted contracts of $2,967,596, an increase in trade accounts payable of $3,181,553, an increase in accrued liabilities of $1,707,876, an increase in billings in excess of costs and estimated earnings on uncompleted contracts of $4,310,422, an increase in federal and state income taxes payable of $2,849,985, and an increase in current maturities of notes payable of $3,587,936, partially offset by an increase in cash of $5,735,882, and an increase in trade accounts receivable of $8,427,905.

Cash flows used in investing activities.

Net cash used in investing activities was $21,977,458 for the nine months ended September 30, 2012, and $13,911,543 for the nine months ended September 30, 2011. This increase was due to an increase in capital expenditures of $9,528,889 and an increase in proceeds from the sale of property and equipment of $1,462,974.

Cash flows used in financing activities.

Net cash used in financing activities was $8,958,031 for the nine months ended September 30, 2012, and $7,303,709 for the nine months ended September 30, 2011. The increase was due primarily to principal payments on notes payable and capital lease obligations.

Capital expenditures.

During the nine months ended September 30, 2012, the Company acquired $41,005,124 of vehicles and equipment, primarily to add to and replace similar vehicles and equipment, purchased new wireless GSR and GSX seismic recording equipment, and seven new vibration vehicles. Cash of $23,673,444, a five-year $7,701,800 note payable, a three-year $7,500,000 note payable from commercial banks, and capital lease obligations from a vehicle leasing company of $2,129,880 were used to finance these acquisitions. In addition, on October 15, 2012, we entered into an agreement with Geospace Technologies to purchase 8,000 stations of 3-channel GSX wireless seismic recording equipment, along with all peripheral equipment. The Company took delivery of substantially all of this equipment during October 2012. This purchase was financed with a $7,000,000 36-month note payable to a commercial bank and approximately $7,200,000 in existing cash, and is discussed in Note G of Notes to Financial Statements in Item 1. Although we do not budget for our capital expenditures, we may purchase additional equipment during 2012 should the demand for our services increase.

Liquidity

Our primary source of liquidity is cash generated from operations and short-term borrowings from commercial banks and equipment lenders. Based on current forecasts, we believe that we have sufficient available cash and borrowing capacity to fund our working capital needs over the next 12 months.

Capital Resources

We have relied on cash generated from operations and short-term borrowings from commercial banks and equipment lenders to fund our working capital requirements and capital expenditures.

The Company has a revolving credit agreement with a commercial bank. The borrowing limit under the revolving line of credit agreement is $5,000,000 and was renewed on September 16, 2011, and again on September 16, 2012. The revolving line of credit agreement will expire on September 16, 2013. Our obligations under this agreement are secured by a security interest in our accounts receivable. Interest on the outstanding amount under the revolving credit agreement is payable monthly at the greater of the prime rate of interest or five percent. As of September 30, 2012, we had no borrowings outstanding under the revolving credit agreement.

At September 30, 2012, the Company had six outstanding notes payable to commercial banks for equipment purchases. The notes have interest rates between 4.50% and 6.35%, are due in monthly installments between $50,170 and $223,437 including interest, have a total outstanding balance of $20,050,694, and are collateralized by equipment.

During the nine-month period ending September 30, 2012, the Company paid off three notes payable to an equipment finance company with interest between 5.33% and 6.00% and monthly payments between $23,740 and $61,667. These notes were collateralized by equipment.

The Company had, at September 30, 2012, three outstanding notes payable to finance companies for corporate insurance. The notes have interest rates between 4.95% and 5.56%, and are due in monthly installments between $17,414 and $302,892 including interest, and have a total outstanding balance of $1,292,244.

Contractual Obligations

We believe that our capital resources, including cash generated from operations and short-term borrowings from commercial banks and equipment lenders, will be adequate to meet our current operational needs. We believe that we will be able to finance our 2012 capital expenditures through cash flow from operations, borrowings from commercial lenders, and the funds available under our line of credit loan agreement. However, our ability to satisfy working capital requirements, meet debt repayment obligations, and fund future capital requirements will depend principally upon our future operating performance which is subject to the risks inherent in our business, and will also depend on the extent to which the current weak economic recovery adversely affects the ability of our customers, and/or potential customers, to pay promptly amounts owing to the Company under their service contracts with us.

Off-Balance Sheet Arrangements

As of September 30, 2012, we had no off-balance sheet arrangements.

Critical Accounting Policies

A discussion of our critical accounting policies can be found in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011. There have been no material changes to these policies (including critical accounting estimates and assumptions or judgments affecting the application of those estimates and assumptions) during the first nine months of 2012.

Recently Issued Accounting Pronouncements

A discussion of recently issued accounting pronouncements can be found in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, and in Note A to this Form 10-Q.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK.

There has been no material change from the information provided in “Item 7A. Quantitative and Qualitative Disclosures about Market Risk” contained in our Annual Report on Form 10-K for the year ended December 31, 2011, which is incorporated herein by reference.

ITEM 4. CONTROLS AND PROCEDURES.

The Company maintains controls and procedures to ensure that it is able to collect the information it is required to disclose in the reports it files with the Securities and Exchange Commission and to process, summarize, and disclose this information within the time periods specified in the rules of the Securities and Exchange Commission. Based on an evaluation of the Company’s disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) as of the end of the period covered by this report conducted by the Company’s management, with the participation of the Chief Executive and Chief Financial Officers, the Chief Executive and Chief Financial Officers believe that these controls and procedures are effective to ensure that the Company is able to record, process, summarize, and report information required to be included in reports filed or submitted under the Exchange Act within the required time period. There were no changes in the Company’s internal controls over financial reporting or in other factors during the quarter ended September 30, 2012, that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS.

The Company is a defendant in various legal actions that arose or may arise out of the normal course of business. In our opinion, none of these actions has resulted, or will result, in any significant loss to us.

ITEM 1A. RISK FACTORS.

For a discussion of those “Risk Factors” affecting the Company, you should carefully consider the “Risk Factors” discussed in Part I, under “Item 1A. Risk Factors” contained in our Annual Report on Form 10-K for the year ended December 31, 2011, which is herein incorporated by reference. There have been no material changes from those risk factors previously disclosed in such Annual Report.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS. — None

ITEM 3. DEFAULTS UPON SENIOR SECURITIES. — None.

ITEM 4. MINE SAFETY DISCLOSURES — None**.**

ITEM 5. OTHER INFORMATION.- None**.**

ITEM 6. EXHIBITS.

The following exhibits are included herein:

EXHIBITS INDEX

EXHIBIT NO.	DESCRIPTION
3.1	Restated Articles of Incorporation (with amendment) as filed with the Secretary of State of Texas on June 20, 2003, filed as Exhibit 3.4 to the Company's Annual Report on Form 10-KSB for the fiscal year ended December 31, 2003, and incorporated herein by reference.
3.2	Bylaws, as amended and restated March 25, 2009, filed as Exhibit 3.1 to the Company's Current Report on Form 8-K filed on March 31, 2009, and incorporated herein by reference.
*10.1	Fourth Amendment to Amended and Restated Loan and Security Agreement with Sovereign Bank by and between TGC Industries, Inc. and Sovereign Bank, dated January 26, 2012.
*10.2	Fifth Amendment to Amended and Restated Loan and Security Agreement with Sovereign Bank by and between TGC Industries, Inc. and Sovereign Bank, dated September 16, 2012.
*31.1	Certification of Chief Executive Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act, promulgated pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*31.2	Certification of Chief Financial Officer, required by Rule 13a-14(a) or Rule 15d-14(a) of the Exchange Act, promulgated pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
*32.1	Certification of Chief Executive Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code, promulgated pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*32.2	Certification of Chief Financial Officer, required by Rule 13a-14(b) or Rule 15d-14(b) of the Exchange Act and Section 1350 of Chapter 63 of Title 18 of the United States Code, promulgated pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
*101.INS	XBRL Instance Document
*101.SCH	XBRL Taxonomy Extension Schema Document
*101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
*101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
*101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
*101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

*Filed herewith.

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.

TGC INDUSTRIES, INC.

Date: November 9, 2012	/s/ Wayne A. Whitener Wayne A. Whitener President and Chief Executive Officer (Principal Executive Officer)
Date: November 9, 2012	/s/ James K. Brata James K. Brata Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

Table of Contents

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*101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

*Filed herewith.

SOVEREIGN BANK — LOAN NO. 17003864 (REVOLVING CREDIT FACILITY)
SOVEREIGN BANK — LOAN NO. 17022096 (TERM LOAN FACILITY — TRANCHE A)
SOVEREIGN BANK — LOAN NO. 17022914 (TERM LOAN FACILITY — TRANCHE B)
SOVEREIGN BANK — LOAN NO. 17025057 (TERM LOAN FACILITY — TRANCHE C)
SOVEREIGN BANK — LOAN NO. 17026550 (TERM LOAN FACILITY — TRANCHE D)

FOURTH AMENDMENT TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "*Amendment*") dated as of **JANUARY 26, 2012** (the "*Effective Date*"),, is by and between **SOVEREIGN BANK**, a Texas state bank (together with its successors and assigns, "*Lender*") and **TGC INDUSTRIES, INC.**, a Texas corporation ("*Debtor*").

RECITALS

WHEREAS, Debtor and Lender entered into that certain **AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** dated as of **SEPTEMBER 16, 2009** (as amended, modified, and restated from time to time, the "*Agreement*"), pursuant to which Lender agreed to make certain credit facilities available to Debtor on the terms and conditions set forth therein; and

WHEREAS, the parties desire to amend the Agreement pursuant to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby. Notwithstanding the foregoing, Section 1(n) of the Agreement is hereby amended in its entirety to read as follows:

(n) "*Note*" means, individually and collectively, any promissory note evidencing all or part of the Indebtedness from time to time, as any such Note may be amended, modified or restated from time to time (including, but not limited to, (i) the **AMENDED AND RESTATED PROMISSORY NOTE** dated as of **SEPTEMBER 16, 2009** in the principal amount of **FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00)** executed by Debtor and payable to the order of Lender (as such promissory note may be amended, modified or restated from time to time, the "*Revolving Credit Note*"), (ii) the **PROMISSORY NOTE** dated as of **SEPTEMBER 16, 2010** in the principal amount of **ONE MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS ($1,988,910.00)** executed by Debtor and payable to the order of Lender (as such promissory note may be amended, modified or restated from time to time, the "*Term Note — Tranche A*"), (iii) the **PROMISSORY NOTE** dated as of **DECEMBER 30, 2010** in the principal amount of **TWO MILLION NINE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS ($2,986,200.00)** executed by Debtor and payable to the order of Lender (as such promissory note may be amended, modified or restated from time to time, the "*Term Note — Tranche B*"), (iv) the **PROMISSORY NOTE** dated as of **AUGUST 31, 2011** in the principal amount of **SIX MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED NINETEEN AND 22/100 DOLLARS ($6,765,619.22)** executed by Debtor and payable to the order of Lender (as such promissory note may be amended, modified or restated from time to time, the "*Term Note — Tranche C*"), and (v) the **PROMISSORY NOTE** dated as of **JANUARY 26, 2012** in the principal amount of **SEVEN MILLION SEVEN HUNDRED ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($7,701,800.00)** executed by Debtor and payable to the order of Lender (as such promissory note may be amended, modified or restated from time to time, the "*Term Note — Tranche D*")).

2. **Amendment to Section 2(c) of Agreement**. Section 2(c) of the Agreement is hereby amended in its entirety to read as follows:

(c) **Term Loan Facilities**. Subject to the terms and conditions set forth in this Agreement and the other Loan Documents, (x) Lender hereby agrees to lend to Debtor in a single advance an aggregate sum not to exceed **ONE MILLION NINE HUNDRED EIGHTY-EIGHT THOUSAND NINE HUNDRED TEN AND NO/100 DOLLARS ($1,988,910.00)** (the "*Term Loan Facility — Tranche A*") on **SEPTEMBER 16, 2010** and continuing until: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) **SEPTEMBER 16, 2013**; or (iii) such other date as may be established by a written instrument between Debtor and Lender from time to time (the "*Term Maturity Date — Tranche A*"), (y) Lender hereby agrees to lend to Debtor in a single advance an aggregate sum not to exceed **TWO MILLION NINE HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED AND N0/100 DOLLARS ($2,986,200.00)** (the "*Term Loan Facility — Tranche B*") on **DECEMBER 30, 2010** and continuing until: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) **DECEMBER 30, 2013**; or (iii) such other date as may be established by a written instrument between Debtor and Lender from time to time (the "*Term Maturity Date — Tranche B*"), (z) Lender hereby agrees to lend to Debtor in a single advance an aggregate sum not to exceed **SIX MILLION SEVEN HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED NINETEEN AND 22/100 DOLLARS ($6,765,619.22)** (the "*Term Loan Facility — Tranche C*") on **AUGUST 31, 2011** and continuing until: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) **AUGUST 31, 2014**; or (iii) such other date as may be established by a written instrument between Debtor and Lender from time to time (the "*Term Maturity Date — Tranche C*"), and (aa) Lender hereby agrees to lend to Debtor in a single advance an aggregate sum not to exceed **SEVEN MILLION SEVEN HUNDRED ONE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($7,701,800.00)** (the "*Term Loan Facility — Tranche D*," and together with the Term Loan Facility — Tranche A, the Term Loan Facility — Tranche B and the Term Loan Facility — Tranche C, the "*Term Loan Facility*") on **JANUARY 26, 2012** and continuing until: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) **JANUARY 26, 2017**; or (iii) such other date as may be established by a written instrument between Debtor and Lender from time to time (the "*Term Maturity Date — Tranche D*").

3. **Amendment to Section 3 of Agreement**. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

3. **Promissory Notes, Rate and Computation of Interest**. (i) the Revolving Credit Facility shall be evidenced by the Revolving Credit Note, (ii) the Term Loan Facility — Tranche A shall be evidenced by the Term Note — Tranche A, (iii) the Term Loan Facility — Tranche B

shall be evidenced by the Term Note — Tranche B, (iv) the Term Loan Facility — Tranche C shall be evidenced by the Term Note — Tranche C, and (v) the Term Loan Facility — Tranche D shall be evidenced by the Term Note — Tranche D. Interest on each Note shall accrue at the rates set forth therein. The principal of and interest on each Note shall be due and payable in accordance with the terms and conditions set forth in such Note and in this Agreement.

4. **Amendment to Section 8(b) of Agreement**. Section 8(b) of the Agreement is hereby amended in its entirety to read as follows:

(b) **Debt Service Coverage Ratio**. Debtor shall maintain a Debt Service Coverage Ratio of not less than 2.00 to 1.00 (as of the end of each calendar quarter). As soon as available and in any event within **FORTY-FIVE (45)** days of the end of each calendar quarter, Debtor shall provide Lender with a certificate of compliance together with such supporting information as Lender may reasonable require. "*Debt Service Coverage Ratio*" means, for any period, the ratio of Debtor's earnings before interest, taxes, depreciation and amortization expense (EBITDA), for the last four quarters divided by total capital lease obligations plus notes payable, including accrued interest expense due within one year on the Credit Facility and the Term Loan Facility.

5. **Grant of Security Interest**. Lender and Debtor agree that (a) a separate and distinct portion of the Collateral shall secure the Revolving Credit Facility, and (b) a separate and distinct portion of the Collateral shall

secure the Term Loan Facility. Accordingly, as collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness arising under the Revolving Credit Facility, Debtor hereby re-pledges to and re-grants Lender, a security interest in, all of Debtor's right, title and interest in the Collateral described in Sections 1(d)(i), (iii) and (iv) of the Agreement, whether now owned by Debtor or hereafter acquired and whether now existing or hereafter coming into existence. As collateral security for the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness arising under the Term Loan Facility, Debtor hereby pledges to and grants Lender, and re-pledges to and re-grants Lender, a security interest in, all of Debtor's right, title and interest in the Collateral described in Section 1(d)(ii), (iii) and (iv) of the Agreement, whether now owned by Debtor or hereafter acquired and whether now existing or hereafter coming into existence.

6. **Amendment to Exhibit 1(d) to Agreement**. Exhibit 1(d) to the Agreement is hereby amended in its entirety in the form of Exhibit 1(d) attached hereto.

7. **Conditions Precedent**. The obligations of Lender under this Amendment shall be subject to the condition precedent that Debtor shall have executed and delivered to Lender this Amendment and such other documents and instruments incidental and appropriate to the transaction provided for herein as Lender or its counsel may reasonably request, including, without limitation, the Term Note — Tranche D.

8. **Payment Expenses**. Debtor agrees to pay all reasonable attorneys' fees of Lender in connection with the drafting and execution of this Amendment.

9. **Ratifications**. Except as expressly modified and superseded by this Amendment, the Agreement and the other Loan Documents are ratified and confirmed and continue in full force and effect. The Loan Documents, as modified by this Amendment, continue to be legal, valid, binding and enforceable in accordance with their respective terms. Without limiting the generality of the foregoing, Debtor hereby ratifies and confirms that all liens heretofore granted to Lender were intended to, do and continue to secure the full payment and performance of the indebtedness arising under the Loan Documents. Debtor agrees to perform such acts and duly authorize, execute, acknowledge, deliver, file and record such additional assignments, security agreements, modifications or agreements to any of the foregoing, and such other agreements, documents and instruments as Lender may reasonably request in order to perfect and protect those liens and preserve and protect the rights of Lender in respect of all present and future collateral. The terms, conditions and provisions of the Loan Documents (as the same may have been amended, modified or restated from time to time) are incorporated herein by reference, the same as if stated verbatim herein.

10. **Representations, Warranties and Confirmations**. Debtor hereby represents and warrants to Lender that (a) this Amendment and any other Loan Documents to be delivered under this Amendment (if any) have been duly executed and delivered by Debtor, are valid and binding upon Debtor and are enforceable against Debtor in accordance with their terms, except as limited by any applicable bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles, (b) no action of, or filing with, any governmental authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance by Debtor of this Amendment or any other Loan Document to be delivered under this Amendment, and (c) the execution, delivery and performance by Debtor of this Amendment and any other Loan Documents to be delivered under this Amendment do not require the consent of any other person and do not and will not constitute a violation of any laws, agreements or understandings to which Debtor is a party or by which Debtor is bound.

11. **Release**. Debtor hereby acknowledges and agrees that there are no defenses, counterclaims, offsets, cross-complaints, claims or demands of any kind or nature whatsoever to or against Lender or the terms and provisions of or the obligations of Debtor under the Loan Documents and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining thereto, and that Debtor has no right to seek affirmative relief or damages of any kind or nature from Lender. To the extent any such defenses, counterclaims, offsets, cross-complaints, claims, demands or rights exist, Debtor hereby waives, and hereby knowingly and voluntarily releases and forever discharges Lender and its predecessors, officers, directors, agents, attorneys, employees, successors and assigns, from all possible claims, demands, actions, causes of action, defenses, counterclaims, offsets, cross-complaints, damages, costs, expenses and liabilities whatsoever, whether known or

unknown, such waiver and release being with full knowledge and understanding of the circumstances and effects of such waiver and release and after having consulted legal counsel with respect thereto.

12. **Multiple Counterparts**. This Amendment may be executed in a number of identical separate counterparts, each of which for all purposes is to be deemed an original, but all of which shall constitute, collectively, one agreement. Signature pages to this Amendment may be detached from multiple separate counterparts and attached to the same document and a telecopy or other facsimile of any such executed signature page shall be valid as an original.

13. **Reference to Loan Documents**. Each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof containing a reference to any Loan Document shall mean and refer to such Loan Document as amended hereby.

14. **Severability**. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

15. **Headings**. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

NOTICE OF FINAL AGREEMENT

THE AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS THE SAME MAY BE AMENDED BY THIS AMENDMENT, REPRESENT THE FINAL AGREEMENT BETWEEN AND AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

LENDER:

SOVEREIGN BANK

By: /s/ Stephanie Baird Velasquez
Name: Stephanie Baird Velasquez
Title: Area President

ADDRESS:

6060 Sherry Lane
Dallas, TX 75225

With copies of notices to:

GARDERE WYNNE SEWELL LLP
1601 Elm Street, Suite 3000
Dallas, TX 75201-4761
Attention: Steven S. Camp

DEBTOR:

TGC INDUSTRIES, INC.

By: /s/ Wayne Whitener
Name: Wayne Whitener
Title: President & CEO

ADDRESS:

101 E. Park Blvd., Suite 955
Plano, TX 75074

EXHIBIT 1(d)
GEOSPACE EQUIPMENT

The items described in Section 1.1, Section 2.1 and Section 3.1 of Page 2 of the Quotation No. 0810-7795 Rev 1 from Geospace Technologies submitted to Wayne A. Whitener.

The items described in that certain Proforma Invoice No. 55609 dated as of December 13, 2010 from Geospace Technologies which are identified as follows:

Quantity	Description
3,000	450-00800-01 GSR Top Level Assy 1 Channel
3,300	454-04190-01 Batt, GSR, Single SR LiPo 14.4V x10Ah

The items described in that certain Invoice No. 99-072511-01 dated as of July 25, 2011 from Geospace Technologies which are identified as follows:

Quantity	Description
5000	GSR-1 (450-00800-01-CAP)
6000	Battery Pack (BP-1) (454-04190-01-CAP)
40	Charger Cabinet (454-04210-03-CAP)
1	(FMC) w/ (GSI) (461-01480-01-CAP)
8	Source Recorder Decoder (461-01350-02-CAP)
10	GSR-LV (Line Viewer) (461-01110-02-CAP)
3	Data Transfer Module (450-00850-03-CAP)
1	GeoRes-XTC (450-00910-06-CAP)
5000	GS-One (GEO93041-01-CAP)
1	42’ GSR Field Trailer (450-01030-03-CAP)
1	GSR Generator Trailer (450-01040-04-CAP)

10	Western Digital 2TB MyBook (173-00078-CAP)

The items described in the Quotation No. 011-085 (Revised) dated as of December 15, 2011 from Geospace Technologies which are identified as follows:

Quantity	**Description**
7200	GSR-1, One (1) Channel Unit
8640	GSR Battery Pack Assembly (Battery Pack (BP) Li-Ion Polymer 14.8 v10 Ah Aluminum Case)
8	GSR-Line Viewer (deployed Status Integrity & QC)
7200	Adaptors (LCK Male to KCL Make — Strong Adaptor)

SOVEREIGN BANK — LOAN NO. 17003864 (REVOLVING CREDIT FACILITY)

FIFTH AMENDMENT TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS FIFTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this "*Amendment*") dated as of **SEPTEMBER 16, 2012** (the "*Effective Date*"), is by and between **SOVEREIGN BANK**, a Texas state bank (together with its successors and assigns, "*Lender*") and **TGC INDUSTRIES, INC.**, a Texas corporation ("*Debtor*").

RECITALS

WHEREAS, Debtor and Lender entered into that certain **AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT** dated as of **SEPTEMBER 16, 2009** (as amended, modified, and restated from time to time, the "*Agreement*"), pursuant to which Lender agreed to make certain credit facilities available to Debtor on the terms and conditions set forth therein; and

WHEREAS, the parties desire to amend the Agreement pursuant to the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Capitalized terms used in this Amendment, to the extent not otherwise defined herein, shall have the same meanings as in the Agreement, as amended hereby.

2. **Extension of Maturity Date of Revolving Credit Note**. Effective as of the Effective Date, the term "*Revolving Credit Maturity Date*" as used in the Agreement and the term "*Maturity Date*" as used in the Revolving Credit Note shall each be amended to mean: "the earlier of (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; or (ii) **SEPTEMBER 16, 2013**."

3. **Conditions Precedent**. The obligations of Lender under this Amendment shall be subject to the condition precedent that Debtor shall have executed and delivered to Lender this Amendment and such other documents and instruments incidental and appropriate to the transaction provided for herein as Lender or its counsel may reasonably request.

4. **Payment Expenses**. Debtor agrees to pay all reasonable attorneys' fees of Lender in connection with the drafting and execution of this Amendment.

5. **Ratifications**. Except as expressly modified and superseded by this Amendment, the Agreement and the other Loan Documents are ratified and confirmed and continue in full force and effect. The Loan Documents, as modified by this Amendment, continue to be legal, valid, binding and enforceable in accordance with their respective terms. Without limiting the generality of the foregoing, Debtor hereby ratifies and confirms that all liens heretofore granted to Lender were intended to, do and continue to secure the full payment and performance of the indebtedness arising under the Loan Documents. Debtor agrees to perform such acts and duly authorize, execute, acknowledge, deliver, file and record such additional assignments, security agreements, modifications or agreements to any of the foregoing, and such other agreements, documents and instruments as Lender may reasonably request in order to perfect and protect those liens and preserve and protect the rights of Lender in respect of all present and future collateral. The terms, conditions and provisions of the Loan Documents (as the same may have been amended, modified or restated from time to time) are incorporated herein by reference, the same as if stated verbatim herein.

6. **Representations, Warranties and Confirmations**. Debtor hereby represents and warrants to Lender that (a) this Amendment and any other Loan Documents to be delivered under this Amendment (if any) have been duly executed and delivered by Debtor, are valid and binding upon Debtor and are enforceable against Debtor

in accordance with their terms, except as limited by any applicable bankruptcy, insolvency or similar laws of general application relating to the enforcement of creditors' rights and except to the extent specific remedies may generally be limited by equitable principles, (b) no action of, or filing with, any governmental authority is required to authorize, or is otherwise required in connection with, the execution, delivery and performance by Debtor of this Amendment or any other Loan Document to be delivered under this Amendment, and (c) the execution, delivery and performance by Debtor of this Amendment and any other Loan Documents to be delivered under this Amendment do not require the consent of any other person and do not and will not constitute a violation of any laws, agreements or understandings to which Debtor is a party or by which Debtor is bound.

7. **Release**. Debtor hereby acknowledges and agrees that there are no defenses, counterclaims, offsets, cross-complaints, claims or demands of any kind or nature whatsoever to or against Lender or the terms and provisions of or the obligations of Debtor under the Loan Documents and the other agreements, instruments and documents evidencing, securing, governing, guaranteeing or pertaining thereto, and that Debtor has no right to seek affirmative relief or damages of any kind or nature from Lender. To the extent any such defenses, counterclaims, offsets, cross-complaints, claims, demands or rights exist, Debtor hereby waives, and hereby knowingly and voluntarily releases and forever discharges Lender and its predecessors, officers, directors, agents, attorneys, employees, successors and assigns, from all possible claims, demands, actions, causes of action, defenses, counterclaims, offsets, cross-complaints, damages, costs, expenses and liabilities whatsoever, whether known or unknown, such waiver and release being with full knowledge and understanding of the circumstances and effects of such waiver and release and after having consulted legal counsel with respect thereto.

8. **Multiple Counterparts**. This Amendment may be executed in a number of identical separate counterparts, each of which for all purposes is to be deemed an original, but all of which shall constitute, collectively, one agreement. Signature pages to this Amendment may be detached from multiple separate counterparts and attached to the same document and a telecopy or other facsimile of any such executed signature page shall be valid as an original.

9. **Reference to Loan Documents**. Each of the Loan Documents, including the Agreement and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof containing a reference to any Loan Document shall mean and refer to such

Loan Document as amended hereby.

10. **Severability**. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

11. **Headings**. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

NOTICE OF FINAL AGREEMENT

THE AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS THE SAME MAY BE AMENDED BY THIS AMENDMENT, REPRESENT THE FINAL AGREEMENT BETWEEN AND AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AND AMONG THE PARTIES.

LENDER:	***ADDRESS:***
SOVEREIGN BANK	6060 Sherry Lane Dallas, TX 75225
By: /s/ Stephanie Baird Velasquez Name: Stephanie Baird Velasquez Title: Area President	
With copies of notices to:	GARDERE WYNNE SEWELL LLP 1601 Elm Street, Suite 3000 Dallas, TX 75201-4761 Attention: Steven S. Camp
DEBTOR:	***ADDRESS:***
TGC INDUSTRIES, INC.	101 E. Park Blvd., Suite 955 Plano, TX 75074
By: /s/ Wayne Whitener Name: Wayne Whitener Title: President & CEO	

EXHIBIT 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER

I, Wayne A. Whitener, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TGC Industries, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize, and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: November 9, 2012

/s/ Wayne A. Whitener
Wayne A. Whitener
President and Chief Executive Officer
(Principal Executive Officer)

EXHIBIT 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER

I, James K. Brata, certify that:

1. I have reviewed this report on Form 10-Q of TGC Industries, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize, and report financial information; and

   b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2012

/s/ James K. Brata
James K. Brata
Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

EXHIBIT 32.1

Certification of
Chief Executive Officer
of TGC Industries, Inc. Pursuant to
18 U.S.C. Section 1350, as adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

This certification is furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended September 30, 2012 of TGC Industries, Inc. (the "Company"). I, Wayne A. Whitener, President and Chief Executive Officer of the Company, certify that, to the best of my knowledge:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Form 10-Q.

Dated: November 9, 2012

/s/ Wayne A. Whitener
Wayne A. Whitener
President and Chief Executive Officer
(Principal Executive Officer)

The foregoing certification is being furnished as an exhibit to the Form 10-Q pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and accordingly, is not being filed as part of the Form 10-Q for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

EXHIBIT 32.2

Certification of
Chief Financial Officer
of TGC Industries, Inc. Pursuant to
18 U.S.C. Section 1350, as adopted Pursuant to
Section 906 of the Sarbanes-Oxley Act of 2002

This certification is furnished solely pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and accompanies the quarterly report on Form 10-Q (the "Form 10-Q") for the quarter ended September 30, 2012 of TGC Industries, Inc. (the "Company"). I, James K. Brata, Vice President and Chief Financial Officer of the Company, certify that, to the best of my knowledge:

(1) The Form 10-Q fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934; and

(2) The information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the periods presented in the Form 10-Q.

Dated: November 9, 2012

/s/ James K. Brata
James K. Brata
Vice President and Chief Financial Officer
(Principal Financial and Accounting Officer)

The foregoing certification is being furnished as an exhibit to the Form 10-Q pursuant to Item 601(b)(32) of Regulation S-K and Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code) and accordingly, is not being filed as part of the Form 10-Q for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and is not incorporated by reference into any filing of the Company, whether made before or after the date hereof, regardless of any general incorporation language in such filing.