

# 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): **August 23, 2011**

### TGC INDUSTRIES, INC.

(Exact name of registrant as specified in its charter)

**Texas**  
(State of incorporation)

**001-32472**  
(Commission File No.)

**74-2095844**  
(IRS Employer Identification No.)

**101 E. Park Blvd., Suite 955**  
**Plano, TX 75074**  
(Address of principal executive offices) (Zip Code)

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

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 (see General Instruction A.2. below):

- 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))

#### Item 1.01. Entry into a Material Definitive Agreement.

On August 23, 2011, and TGC Industries, Inc. ("TGC"), Dawson Geophysical Company ("Dawson") and 6446 Acquisition Corp., a wholly-owned subsidiary of Dawson ("Merger Sub") entered into an amendment (the "Amendment") to the Agreement and Plan of Merger, dated as of March 20, 2011 (the "Merger Agreement"). Upon the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub will be merged with and into TGC, with TGC continuing as the surviving corporation and a subsidiary of Dawson (the "Merger"). At the effective time of the Merger, TGC shareholders will receive 0.188 shares of Dawson common stock for each share of TGC common stock owned.

In exchange for concessions obtained from Dawson (reflected in the Amendment), TGC agreed to Dawson's request for an extension of the termination date of the Merger Agreement from August 31, 2011 to the business day immediately following the later of the date of (a) TGC's special meeting of shareholders to consider and vote on a proposal to approve the Merger Agreement and (b) Dawson's special meeting of shareholders to consider and vote on a proposal to approve the issuance of shares of Dawson common stock to TGC shareholders so long as the last meeting date is not after October 28, 2011.

The Amendment also requires that (a) each of TGC and Dawson initiate the mailing of a joint proxy statement/prospectus (the "Proxy Statement/Prospectus") to its shareholders within three business days after the registration statement on Form S-4 is declared effective by the Securities and Exchange Commission under the Securities Exchange Act of 1933, as amended, and (b) the special meeting of shareholders of each of TGC and Dawson be called, convened and held on the 21st business day after the date that the mailing Proxy Statement/Prospectus is initiated to shareholders so long as the Proxy Statement/Prospectus is mailed by September 28, 2011. Accordingly, and for illustrative purposes only, if the Proxy Statement/Prospectus were to be declared effective by the SEC on August 26th, the mailing of the Proxy Statement/Prospectus would be initiated no later than August 31st, the companies' respective shareholder meetings would be held on September 30th and the termination date would be on October 1st. However, if the Proxy Statement/Prospectus is not mailed by September 28, 2011, then either TGC or Dawson may terminate the Merger Agreement without a shareholder vote occurring.

Except as described above, the Amendment makes no other changes to the Merger Agreement, including the provision that extends the termination date of the Merger Agreement to October 31, 2011 if on the business date immediately following the date of the latest shareholder meeting all conditions to consummation of the Merger, other than (a) clearance under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended or (b) the absence of any judgment, injunction, order or decree in effect, or any law, statute, rule or regulation enacted, that prohibits the consummation of the Merger, have been or are capable of being fulfilled.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment filed as [Exhibit 2.1](#) hereto.

#### Item 8.01. Other Events.

Dawson have established a record date of August 29, 2011 for their respective special meetings of shareholders. A copy of the joint press release is included herein as Exhibit 99.1 and is incorporated by reference herein. TGC's special meeting will be held at the offices of Haynes and Boone, LLP at 2323 Victory Ave, Suite 700, Dallas, Texas on the 21st business day after the date that the Proxy Statement/Prospectus is first mailed to TGC's shareholders.

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#### Important Information For Investors and Shareholders

This report does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. Subject to the terms of the Amendment, the transactions contemplated by the Merger Agreement between TGC and Dawson, including the proposed Merger and the proposed issuance of Dawson common stock in the Merger, will, as applicable, be submitted to the shareholders of TGC and Dawson for their consideration. Dawson has filed with the Securities and Exchange Commission ("SEC") Amendment No. 2 to its registration statement on Form S-4 (commission file number 333-174843) that includes a preliminary Proxy Statement/Prospectus regarding the proposed Merger. After the registration statement has been declared effective by the SEC and subject to the terms of the Amendment, Dawson and TGC will mail the definitive Proxy Statement/Prospectus to their respective shareholders. Dawson and TGC also plan to file other documents with the SEC regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS OF TGC AND DAWSON ARE URGED TO READ THE PROXY STATEMENT/PROSPECTUS (INCLUDING ALL AMENDMENTS AND SUPPLEMENTS THERETO) AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. Investors and shareholders may currently obtain free copies of the Proxy Statement/Prospectus filed on June 10, 2011 and amended on July 20, 2011 and August 8, 2011, and will be able to obtain free copies of any further amendments to the Proxy Statement/Prospectus as well as other documents containing important information about TGC and Dawson, through the website maintained by the SEC at www.sec.gov. TGC and Dawson make available free of charge at www.tgcseismic.com and www.dawson3d.com, respectively (in the "Investor Relations" section), copies of materials they file with, or furnish to, the SEC, or investors and shareholders may contact TGC at (972) 881-1099 or Dawson at (432) 684-3000 to receive copies of documents that each company files with or furnishes to the SEC.

#### Participants in the Proxy Solicitation

TGC, Dawson, and certain of their respective directors and officers may be deemed to be participants in the solicitation of proxies from the shareholders of TGC and Dawson in connection with the proposed transactions. Information about the directors and officers of TGC is set forth in its Amendment No. 1 to Annual Report on Form 10-K/A, which was filed with the SEC on April 15, 2011. Information about the directors and officers of Dawson is set forth in its proxy statement for its 2011 annual meeting of shareholders, which was filed with the SEC on December 7, 2010. These documents can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect

interests, by security holdings or otherwise, is contained in the Proxy Statement/Prospectus and other relevant materials filed with the SEC.

#### **Item 9.01. Financial Statements and Exhibits.**

##### **(d) Exhibits**

<u>Exhibit Number</u>	<u>Description</u>
2.1	Amendment to Agreement and Plan of Merger, by and among Dawson, Merger Sub and TGC, dated August 23, 2011.
99.1	Press release dated August 23, 2011.

#### **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.

#### **TGC INDUSTRIES, INC.**

Date: August 24, 2011

By:           /s/ Wayne A. Whitener            
Wayne A. Whitener  
President and CEO (Principal Executive Officer)

INDEX TO EXHIBITS

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2.1	Amendment to Agreement and Plan of Merger, by and among Dawson, Merger Sub and TGC, dated August 23, 2011.
99.1	Press release dated August 23, 2011.

**AMENDMENT TO  
AGREEMENT AND PLAN OF MERGER**

AMENDMENT, dated as of August 23, 2011 (this “**Amendment**”), to the Merger Agreement (as defined below) by and among Dawson Geophysical Company, a Texas corporation (“**Parent**”), 6446 Acquisition Corp., a Texas corporation and a direct wholly-owned subsidiary of Parent (“**Merger Sub**”), and TGC Industries, Inc., a Texas corporation (the “**Company**”).

**RECITALS**

A. *Merger Agreement.* Parent, Merger Sub and the Company have entered into an Agreement and Plan of Merger dated as of March 20, 2011 (the “**Merger Agreement**”). Capitalized terms used in this Amendment without definition shall have the meanings assigned thereto in the Merger Agreement.

B. *Best Efforts.* The Parent, the Parent Board, Merger Sub, the Company and the Company Board agree that they have each used their reasonable best efforts to have the Form S-4 declared effective by the SEC as promptly as practicable and to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law or otherwise to consummate and make effective the transactions contemplated by the Merger Agreement.

C. *Form S-4 Not Yet Effective.* Despite the reasonable best efforts of each of the parties to the Merger Agreement, the Parent Board and the Company Board, factors outside the control of any of the parties to the Merger Agreement, the Parent Board or the Company Board have caused the Form S-4 not to be declared effective by the SEC as of the date of this Amendment.

D. *No Litigation.* Each of the parties to the Merger Agreement, the Parent Board and the Company Board agree not to initiate any litigation and agree to waive and release any claims against each other with respect to the delay in having the Form S-4 declared effective by the SEC or any other delays that have occurred through the date of this Amendment in consummating or attempting to consummate the transactions contemplated by the Merger Agreement.

E. *Amendment.* The parties to this Amendment desire to amend certain provisions of the Merger Agreement as provided in this Amendment.

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements contained herein and in the Merger Agreement, the benefits to be derived by each party hereunder and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I.**

**AMENDMENTS**

Section 1.1 *Amendment to Section 7.4(c).* Section 7.4(c) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

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“Each of Parent and the Company shall initiate the mailing of the Proxy Statement/Prospectus to its shareholders as promptly as reasonably practicable, and in any event within three business days, after the Form S-4 is declared effective under the Securities Act.”

Section 1.2 *Amendment to Section 7.4(e).* The first sentence of Section 7.4(e) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

“The Company, acting through the Company Board, shall, in accordance with Applicable Law and the Company Articles of Incorporation or Company Bylaws, duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the ‘**Company Shareholders Meeting**’) for the purpose of obtaining the Company Shareholder Approval, which Company Shareholders Meeting shall be called, convened and held on the 21st business day after the date that the mailing of the Proxy Statement/Prospectus is initiated to the Company’s shareholders; *provided, however*, if the 21<sup>st</sup> business day after the date that the mailing of the Proxy Statement/Prospectus is required to be initiated to the Company’s shareholders pursuant to Section 7.4(c), would be after October 28, 2011, then there shall not be a Company Shareholders Meeting, the Proxy Statement/Prospectus shall not be mailed to the Company’s shareholders and the Merger Agreement may be terminated by the Company pursuant to Section 9.3(e).”

Section 1.3 *Amendment to Section 7.4(f).* The first sentence of Section 7.4(f) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

“Parent, acting through the Parent Board, shall, in accordance with Applicable Law and Parent’s articles of incorporation and bylaws, duly call, give notice of, convene and hold an annual or special meeting of its shareholders (the ‘**Parent Shareholders Meeting**’) for the purpose of obtaining the Parent Shareholder Approval, which Parent Shareholders Meeting shall be called, convened and held on the 21st business day after the date that the mailing of the Proxy Statement/Prospectus is initiated to Parent’s shareholders; *provided, however*, if the 21<sup>st</sup> business day after the date that the mailing of the Proxy Statement/Prospectus is required to be initiated to the Parent shareholders pursuant to Section 7.4(c) would be after October 28, 2011, then there shall not be a Parent Shareholders Meeting, the Proxy Statement/Prospectus shall not be mailed to Parent’s shareholders and the Merger Agreement may be terminated by Parent pursuant to Section 9.4(e).”

Section 1.4 *Amendment to Section 9.2(a).* Section 9.2(a) of the Merger Agreement is hereby amended and restated in its entirety to read as follows:

“if the Company Shareholders Meeting and the Parent Shareholders Meeting both are held pursuant to Sections 7.4(e) and 7.4(f) and the Merger shall not have been consummated by the business day immediately following the later of the date of the Company Shareholders Meeting and the Parent Shareholders Meeting (such date, the “**Termination Date**”); *provided, however*, that if by the Termination Date, any of the conditions set forth in Section 8.1(b) or Section 8.1(c) shall not have been satisfied but all other conditions shall be satisfied or shall be capable of being satisfied, then the Termination Date may be extended from time to time by either Parent or the Company, in its discretion, by written notice to the other to a date not later than October 31, 2011 (in

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which case any references to the Termination Date herein shall mean the Termination Date as extended); *provided, further*, that the right to extend or terminate this Agreement pursuant to this clause (a) shall not be available to any party whose failure to perform or observe in any material respect any of its obligations under this Agreement in any manner shall have been the cause of, or resulted in, the failure of the Merger to occur on or before the Termination Date;”

Section 1.5 *New Section 9.3(e)*. A new Section 9.3(e) is hereby added to the Merger Agreement to read as follows:

(e) if the 21<sup>st</sup> business day after the date that the mailing of the Proxy Statement/Prospectus is required to be initiated to the Company’s shareholders pursuant to Section 7.4(c) would be after October 28, 2011, then on or after September 29, 2011, the Company may terminate the Merger Agreement if the reason for the Company Shareholders Meeting not being held on or prior to October 28, 2011 is not due to the failure of the Company to perform or observe in any material respect any of its obligations under this Agreement, and the Company shall not owe any fee pursuant to Section 9.5(a) or 9.5(c) as a result of such termination.

Section 1.6 *New Section 9.4(e)*. A new Section 9.4(e) is hereby added to the Merger Agreement to read as follows:

(e) if the 21<sup>st</sup> business day after the date that the mailing of the Proxy Statement/Prospectus is required to be initiated to Parent’s shareholders pursuant to Section 7.4(c) would be after October 28, 2011, then on or after September 29, 2011, Parent may terminate the Merger Agreement if the reason for the Parent Shareholders Meeting not being held on or prior to October 28, 2011 is not due to the failure of Parent to perform or observe in any material respect any of its obligations under this Agreement, and Parent shall not owe any fee pursuant to Section 9.5(b) or 9.5(d) as a result of such termination.

## ARTICLE II.

### REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations and Warranties of the Company*.

(a) The Company has all requisite corporate power and authority to execute and deliver this Amendment and all other agreements and documents contemplated hereby and to consummate the transactions contemplated hereby and thereby.

(b) The Company’s execution and delivery of this Amendment and the consummation by the Company of the transactions contemplated by this Amendment have been duly authorized by all requisite corporate action on the part of the Company.

(c) This Amendment has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof by each of Parent and Merger Sub, constitutes the valid and legally binding obligation of the Company,

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enforceable against the Company in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors’ rights and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

Section 2.2 *Representations and Warranties of Parent and Merger Sub*.

(a) Each of Parent and Merger Sub has all requisite corporate power and authority to execute and deliver this Amendment and all other agreements and documents contemplated hereby and to consummate the transactions contemplated hereby and thereby.

(b) Parent’s and Merger Sub’s execution of this Amendment and the consummation by each of Parent and Merger Sub of the transactions contemplated by this Amendment have been duly authorized by all requisite corporate action on the part of Parent.

(c) This Amendment has been duly executed and delivered by each of Parent and Merger Sub and, assuming the due authorization, execution and delivery hereof by the Company, constitutes the valid and legally binding obligation of Parent and Merger Sub, enforceable against Parent or Merger Sub, as applicable, in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors’ rights and general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

## ARTICLE III.

### GENERAL PROVISIONS

Section 3.1 *Effect of Amendment*. Except as expressly set forth herein, including, but not limited to, the Recitals of this Amendment:

(a) the Merger Agreement shall remain in full force and effect and is hereby ratified and confirmed; and (b) this Amendment shall not by implication or otherwise limit, impair, constitute a waiver or amendment of, or otherwise affect the rights and remedies of the parties hereto under the Merger Agreement. After the date hereof, any reference to “this Agreement”, “hereof”, “herein”, “hereunder” and words or expressions of similar import contained in the Merger Agreement shall be deemed a reference to the Merger Agreement as amended hereby.

Section 3.2 *Miscellaneous Items*. The provisions of Sections 10.2, 10.3, 10.6, 10.7 and 10.9 through 10.13 of the Merger Agreement shall apply to this Amendment as if set forth herein.

*[signature page follows]*

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The parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the date first written above.

DAWSON GEOPHYSICAL COMPANY

By: /s/ Stephen C. Jumper  
Name: Stephen C. Jumper  
Title: President and Chief Executive Officer

6446 ACQUISITION CORP.

By: /s/ Stephen C. Jumper  
Name: Stephen C. Jumper  
Title: President

TGC INDUSTRIES, INC.

By: /s/ Wayne A. Whitener  
Name: Wayne A. Whitener  
Title: President and Chief Executive Officer

*[signature page to Amendment to Agreement and Plan of Merger]*

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**NEWS RELEASE**

Dawson Geophysical Company  
508 West Wall, Suite 800  
Midland, TX 79701



**DAWSON GEOPHYSICAL AND TGC INDUSTRIES  
ANNOUNCE EXTENSION OF DATE TO  
HOLD SPECIAL MEETINGS OF SHAREHOLDERS  
AND ESTABLISH RECORD DATE OF AUGUST 29, 2011  
FOR SPECIAL MEETINGS**

MIDLAND, Texas, August 23, 2011/PR Newswire/ — Dawson Geophysical Company (Dawson) (NASDAQ: DWSN) and TGC Industries, Inc. (TGC) (NASDAQ: TGE) today announced that they have entered into an amendment to the merger agreement relating to the previously announced proposed merger whereby, upon both parties obtaining shareholder and other approvals, Dawson will acquire TGC in a tax-free stock-for-stock transaction. The amendment extends the termination date of the merger agreement from August 31, 2011 to the business day immediately following the later of the date of (1) Dawson's special meeting of shareholders and (2) TGC's special meeting of shareholders so long as the meeting date is not after October 28, 2011. If the meeting date would be after October 28, 2011, the merger agreement may be terminated without a shareholder vote occurring. The amendment also requires that (1) each of Dawson and TGC initiate the mailing of a joint proxy statement/prospectus to its shareholders within three business days after the registration statement on Form S-4 is declared effective by the Securities and Exchange Commission and (2) the special meeting of shareholders of each of Dawson and TGC be called, convened and held on the 21st business day after the date that the mailing of the joint proxy statement/prospectus is initiated to shareholders so long as the joint proxy statement/prospectus is mailed by September 28, 2011. Accordingly, and for illustrative purposes only, if the joint proxy statement/prospectus were to be declared effective by the SEC on August 26th, the mailing of the joint proxy statement/prospectus would be initiated no later than August 31st, the companies' respective shareholder meetings would be held on September 30th and the termination date would be on October 1st. However, if the joint proxy statement/prospectus is not mailed by September 28, 2011, then either Dawson or TGC may terminate the merger agreement without a shareholder vote occurring.

Dawson and TGC also today announced they have each established August 29, 2011 as the record date for their respective special meeting of shareholders in connection with the proposed merger. If the merger receives shareholder and other requisite approvals, TGC shareholders will receive 0.188 shares of Dawson common stock for each share of TGC common stock owned, and the combined company will retain the Dawson name and trading symbol.

Subject to the terms of the amendment to the merger agreement, each of Dawson's and TGC's shareholders of record at the close of business on August 29, 2011 will be entitled to notice of their respective special meeting and to vote at their respective special meeting of shareholders. At the Dawson special meeting, Dawson shareholders will consider and vote on a proposal to approve the issuance of shares of Dawson common stock to TGC shareholders. At the TGC special meeting, TGC shareholders will consider and vote on a proposal to approve the merger agreement.

#### **About Dawson**

Dawson Geophysical Company is the leading provider of U.S. onshore seismic data acquisition services as measured by the number of active data acquisition crews. Founded in 1952, Dawson acquires and processes 2-D, 3-D and multi-component seismic data solely for its clients, ranging from major oil and gas companies to independent oil and gas operators as well as providers of multi-client data libraries.

#### **About TGC Industries**

TGC Industries, Inc., based in Plano, Texas, is a provider of seismic data acquisition services with operations throughout the continental United States and Canada. TGC has branch offices in Houston, Midland, Oklahoma City and Calgary.

#### **Cautionary Statement Regarding Forward-Looking Statements**

In accordance with the Safe Harbor provisions of the Private Securities Litigation Reform Act of 1995, Dawson and TGC caution that statements in this press release which are forward-looking and which provide other than historical information involve risks and uncertainties that may materially affect Dawson's or TGC's actual results of operations. These risks include but are not limited to the volatility of oil and natural gas prices, dependence upon energy industry spending, disruptions in the global economy, industry competition, delays, reductions or cancellations of service contracts, high fixed costs of operations, external factors affecting Dawson's or TGC's crews such as weather interruptions and inability to obtain land access rights of way, whether either company enters into turnkey or term contracts, crew productivity, limited number of customers, credit risk related to Dawson's or TGC's customers, the availability of capital resources, operational disruptions, the ability to obtain all necessary approvals for the merger and the possibility that the shareholder meetings may not be held pursuant to the terms of the amendment to the merger agreement. A discussion of these and other factors, including risks and uncertainties with respect to Dawson is set forth in Dawson's Form 10-K for the fiscal year ended September 30, 2010 and Dawson's Form 10-Qs for the three months ended March 31, and June 30, 2011 and with respect to TGC, is set forth in TGC's Form 10-K for the fiscal year ended December 31, 2010 and TGC's Form 10-Qs for the three months ended March 31, and June 30, 2011. Dawson and TGC disclaim any intention or obligation to revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## **Important Information For Investors and Shareholders**

This communication does not constitute an offer to sell or the solicitation of an offer to buy any securities or a solicitation of any vote or approval. Subject to the terms of the amendment to the merger agreement between Dawson and TGC, the transactions contemplated by the merger agreement, including the proposed merger and the proposed issuance of Dawson common stock in the merger, will, as applicable, be submitted to the shareholders of Dawson and TGC for their consideration. Dawson filed with the Securities and Exchange Commission (“SEC”) a registration statement on Form S-4 that included a joint proxy statement of Dawson and TGC that also constitutes a prospectus of Dawson. After the registration statement has been declared effective and subject to the terms of the amendment to the merger agreement, Dawson and TGC will mail the joint proxy statement/prospectus to their respective shareholders. Dawson and TGC also plan to file other documents with the SEC regarding the proposed transaction. INVESTORS AND SECURITY HOLDERS OF DAWSON AND TGC ARE URGED TO READ THE JOINT PROXY STATEMENT/PROSPECTUS AND OTHER RELEVANT DOCUMENTS FILED WITH THE SEC CAREFULLY AND IN THEIR ENTIRETY AS THEY BECOME AVAILABLE BECAUSE THEY WILL CONTAIN IMPORTANT INFORMATION ABOUT THE PROPOSED TRANSACTION. Investors and shareholders may currently obtain free copies of the joint proxy statement/prospectus filed on June 10, 2011 and amended on July 20, 2011 and August 8, 2011, and will be able to obtain free copies of any further amendments to the joint proxy statement/prospectus as well as other documents containing important information about Dawson and TGC filed with the SEC, through the website maintained by the SEC at [www.sec.gov](http://www.sec.gov). Dawson and TGC make available free of charge at [www.dawson3d.com](http://www.dawson3d.com) and [www.tgcseismic.com](http://www.tgcseismic.com), respectively (in the “Investor Relations” section), copies of materials they file with, or furnish to, the SEC, or investors and shareholders may contact Dawson at (432) 684-3000 or TGC at (972) 881-1099 to receive copies of documents that each company files with or furnishes to the SEC.

## **Participants in the Proxy Solicitation**

Dawson, TGC, and certain of their respective directors and officers may be deemed to be participants in the solicitation of proxies from the shareholders of Dawson and TGC in connection with the proposed transactions. Information about the directors and officers of Dawson is set forth in its proxy statement for its 2011 annual meeting of shareholders, which was filed with the SEC on December 7, 2010. Information about the directors and officers of TGC is set forth in its Amendment No. 1 to Annual Report on Form 10-K/A, which was filed with the SEC on April 15, 2011. These documents can be obtained free of charge from the sources indicated above. Other information regarding the participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, is contained in the joint proxy statement/prospectus and other relevant materials to be filed with the SEC when they become available.

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### **Company Contact**

#### **Dawson Geophysical Company**

Stephen C. Jumper, President & CEO  
Christina W. Hagan, CFO

### **Company Contact**

#### **TGC Industries, Inc.**

Wayne Whitener, President & CEO  
(972) 881-1099

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(800) 332-9766

[www.dawson3d.com](http://www.dawson3d.com)

### **Company Contact**

#### **EnerCom, Inc.**

Anthony D. Andora, Managing Director  
(303) 296-8834

### **Company Contact**

#### **DRG&L**

Jack Lascar  
(713) 529-6600

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