

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

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(AMENDMENT NO. 1)*

TGC INDUSTRIES, INC.
(Name of Issuer)

8-1/2% SENIOR CONVERTIBLE PREFERRED STOCK
AND
COMMON STOCK (NEW), \$.30 PAR VALUE PER SHARE

(Title of Class of Securities)

872417308
(CUSIP Number)

RICHARD E. BLOHM, JR. 1415 LOUISIANA STREET, SUITE 3000, HOUSTON, TEXAS 77002
(713) 739-6500
(Name, Address and Telephone Number of Person Authorized to Receive Notices and
Communications)

with a copy to:

DARRYL M. BURMAN, 1900 W. LOOP SOUTH, SUITE 1100, HOUSTON, TEXAS 77027

FEBRUARY 17, 2004
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report
the acquisition which is the subject of this Schedule 13D, and is filing this
schedule because of Rule 13d-1(b)(3) or (4), check the following box [].

NOTE: Six copies of this statement, including all exhibits, should be filed with
the Commission. See Rule 13d-1(a) for other parties to whom copies are to be
sent.

* The remainder of this cover page shall be filled out for a reporting person's
initial filing on this form with respect to the subject class of securities, and
for any subsequent amendment containing information which would alter
disclosures provided in a prior cover page.

1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE
PERSON: WEDGE Energy Services, L.L.C.; Tax I.D. No. 76-0624532

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) (b)

3. SEC USE ONLY:

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION:
United States

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7.	SOLE VOTING POWER:	-0-
8.	SHARED VOTING POWER:	3,041,568
9.	SOLE DISPOSITIVE POWER:	-0-
10.	SHARED DISPOSITIVE POWER:	3,041,568

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON:
3,024,264 shares of 8.5% Senior Convertible Preferred Stock
(convertible 1:1)
17,304 shares of Common Stock for a total of
3,041,568 Common Shares if fully converted

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN
SHARES

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11):
31.3% of Common Stock on a fully converted, fully diluted basis

14. TYPE OF REPORTING PERSON:
00: Limited Liability Company

1. NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE
PERSON:
Issam M. Fares

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP: (a) (b)

3. SEC USE ONLY:

4. SOURCE OF FUNDS

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO
ITEMS 2(d) OR 2(e)

6. CITIZENSHIP OR PLACE OF ORGANIZATION:
Lebanon

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:

7. SOLE VOTING POWER: -0-
8. SHARED VOTING POWER: 3,041,568
9. SOLE DISPOSITIVE POWER: -0-
10. SHARED DISPOSITIVE POWER: 3,041,568

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(convertible 1:1)
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31.3% of Common Stock on a fully converted, fully diluted basis

14. TYPE OF REPORTING PERSON:
IN

ITEM 1. SECURITY AND ISSUER.

8-1/2% Convertible Subordinated Debenture, Series B, due December 1, 2009, as subsequently converted into 8.5% Senior convertible Preferred Stock ("Preferred Stock"), which are convertible at the election of Wedge Energy Services, LLC into shares of Common Stock of TGC Industries, Inc., the president of which is Wayne Whitener, and his principal place of business is located at 1304 Summit Avenue, Suite 2, Plano, Texas 75074. All information herein with respect to TGC Industries, Inc., a Texas corporation, is to the best knowledge and belief of the Reporting Persons, as defined herein.

ITEM 2. IDENTITY AND BACKGROUND.

This Schedule 13D is filed by:

WEDGE Energy Services, L.L.C., a Texas limited liability company ("WEDGE"), and Mr. Issam M. Fares, an individual ("Fares" and, together with WEDGE, the "Reporting Persons").

The address of the principal place of business for WEDGE is 1415 Louisiana Street, Suite 3000, Houston, Texas 77002; and the address of Mr. Fares is Pietermaai 15, Curacao, Netherlands Antilles. Mr. Fares is a citizen of the country of Lebanon.

Mr. James M. Tidwell, is Vice President of WEDGE and also serves on the Board of Directors. Mr. Blohm is the Secretary of WEDGE and also serves on the Board of Directors. The filing of this Statement on Schedule 13D shall not be construed as an admission that Mr. Tidwell or Mr. Blohm is, for the purposes of Section 13(b) or Section 13(g) of the Securities Exchange Act of 1934, as amended (the "Act"), the beneficial owner of any securities covered by this Statement.

Neither WEDGE nor Mr. Fares, to the knowledge of Mr. Tidwell or Mr. Blohm, has been during the last five years (i) convicted of any criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, and as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violation of, or prohibiting or mandating activities subject to, United States federal or state securities laws or finding any violation with respect to such laws. Since Mr. Fares resides outside of the United States, he has requested WEDGE Group Incorporated, a corporation organized under the laws of the state of Delaware ("WGI"), to advise the Reporting Persons with respect to acquisition, holding, voting and disposition strategies regarding the Common Stock of the Issuer. Mr. Fares is the ultimate beneficial owner of all of the outstanding ownership interests of each of WEDGE and WGI. The address of the principal business office of WGI is 1415 Louisiana Street, Suite 3000, Houston, Texas 77002. Additionally, WEDGE is an affiliate of WGI. The filing of this Statement on Schedule 13D shall not be construed

as an admission that WGI is, for the purposes of Section 13(d) or Section 13(g) of the Act, the beneficial owner of any securities covered by this Statement.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Reporting Persons have entered into several Preferred Stock Purchase Agreements and several Escrow Agreements for the aggregated sale of 100% of their 8.5% Senior Convertible Preferred Stock to certain unrelated individuals (as reflected on Exhibit 7(d) attached hereto) for a combined, aggregate consideration of \$1,602,859.92 to be paid by said individuals from sources unknown to the Reporting Persons. The forms of the Preferred Stock Purchase Agreements and the Escrow Agreements containing all terms of the transaction described herein are attached hereto as Exhibits 7(a) and 7(b).

Concurrent with the transaction reflected above, the Reporting Persons have entered into a Financial Services Agreement with Barrett Gardner Associates, Inc. In addition to a cash payment, the consideration to be paid by the Reporting Persons for the services received includes 17,304 shares of the Common Stock of the Issuer which represents 100% of the Reporting Persons holdings in Common Stock of the Issuer. The Common Stock will be transferred through the same escrow account arrangement as the preferred securities transaction described in the preceding paragraph. A copy of the Financial Services Agreement is attached hereto as Exhibit 7(c).

ITEM 4. PURPOSE OF TRANSACTION.

The Reporting Persons have entered into several Preferred Stock Purchase Agreements and several Escrow Agreements for the aggregated sale of 100% of their 8.5% Senior Convertible Preferred Stock to certain unrelated individuals (as reflected on Exhibit 7(d) attached hereto) for a combined, aggregate consideration of \$1,602,859.92 to be paid by said individuals from sources unknown to the Reporting Persons. The forms of the Preferred Stock Purchase Agreements and the Escrow Agreements containing all terms of the transaction described herein are attached hereto as Exhibits 7(a) and 7(b).

Concurrent with the transaction reflected above, the Reporting Persons have entered into a Financial Services Agreement with Barrett Gardner Associates, Inc. In addition to a cash payment, the consideration to be paid by the Reporting Persons for the services received includes 17,304 shares of the Common Stock of the Issuer which represents 100% of the Reporting Persons holdings in Common Stock of the Issuer. The Common Stock will be transferred through the same escrow account arrangement as the preferred securities transaction described in the preceding paragraph. A copy of the Financial Services Agreement is attached hereto as Exhibit 7(c).

The Reporting Persons intend to sell their entire investment of Common Stock and Preferred Stock in the Issuer.

The Preferred Stock is being sold at \$0.53 per share and carries certain rights and preferences as described in the 8.5% Convertible Subordinated Debenture Agreement, Series B. However, by agreement with the Issuer, the purchasers in this transaction may not acquire all of the rights and preferences held by the Reporting Persons.

Following the transaction, certain of the purchasers may own or control, in combination with their existing ownership of Securities of the Issuer, greater than five percent (5%) of the outstanding Common Stock of the Issuer on a fully converted, fully diluted basis.

While the Reporting Persons have no present intent to make future investments in the Issuer, nothing herein shall be construed to limit or restrict the Reporting Persons in the event such intent would change in the future.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

In the aggregate, following the sale of the Preferred Stock and the transfer of the Common Stock, the Reporting Persons will have no ownership of any type in the Issuer.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

The form of the Preferred Stock Purchase Agreement and Financial Services Agreement are attached as Exhibits 7(a) and 7(c). Following the closing of the transaction reported herein, the Reporting Persons shall have no further ownership interests in the Issuer and no contractual rights or obligations with the Issuer.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

- (a) Form of the Preferred Stock Purchase Agreement
- (b) Form of the Escrow Agreement
- (c) Financial Services Agreement
- (d) Schedule of Purchasers
- (e) Power of Attorney from Issam M. Fares
- (f) Joint Filing Agreement

SIGNATURES

After reasonable inquiry and to the best of signatories' knowledge and belief, the undersigned certify that the information set forth in this statement is true, complete and correct.

WEDGE ENERGY SERVICES, L.L.C.

February 17, 2004

/s/ James M. Tidwell

Date

Name: James M. Tidwell
Title: Vice President

ISSAM M. FARES

February 17, 2004

By: /s/ Richard E. Blohm, Jr.

Date

Richard E. Blohm, Jr.
Attorney-In-Fact

EXHIBIT INDEX

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- (c) Financial Services Agreement
- (d) Schedule of Purchasers
- (e) Power of Attorney from Issam M. Fares
- (f) Joint Filing Agreement

TGC INDUSTRIES, INC.

PREFERRED STOCK PURCHASE AGREEMENT

THIS PREFERRED STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into effective as of the 12th day of February, 2004, by and among WEDGE ENERGY SERVICES, L.L.C., a Delaware limited liability company (the "Seller" or "WEDGE"), and the undersigned purchaser set forth on the signature page hereof (the "Purchaser") with respect to the sale by WEDGE to the Purchaser of the number of shares of 8-1/2% SENIOR CONVERTIBLE PREFERRED STOCK (the "Senior Preferred Stock") of TGC Industries, Inc., a Texas corporation (the "Company") as set forth adjacent to the Purchaser's signature on the signature page hereof.

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller the shares of Senior Preferred Stock under terms and conditions set forth herein; and

WHEREAS, Seller and Purchaser understand that the transaction pursuant to this Agreement is a part of the sale by WEDGE of all of its 3,024,264 shares of Senior Preferred Stock of the Company for a total cash consideration of \$1,602,859.92 and that the Closing of the transaction pursuant to this Agreement will be conditioned on and simultaneous with the closing of the transactions for the sale by WEDGE to the other purchasers pursuant to Preferred Stock Purchase Agreements of like tenor to this Agreement.

WHEREAS, WEDGE has entered into a Financial Advisory Services Agreement with Barrett Gardner Associates, Inc. ("Barrett Gardner") for Barrett Gardner to provide certain financial advisory services to assist WEDGE in connection with the sale of the Senior Preferred Stock for an advisory fee of \$102,860.00 plus 17,304 shares of Common Stock of the Company, to be paid to Barrett Gardner by WEDGE at the Closing.

NOW THEREFORE, in consideration of the foregoing and the covenants of the parties contained herein, it is hereby agreed as follows:

1. Purchase and Sale of Senior Preferred Stock; Purchase Price. Subject to the terms and conditions set forth herein, at the Closing, as defined below, Seller will sell and Purchaser will purchase the number of shares of Senior Preferred Stock set forth adjacent to the Purchaser's signature on the signature page hereof at the purchase price set forth on the signature page hereof, which represents a purchase price of fifty three cents (\$0.53) per share of Senior Preferred Stock (the "Purchase Price").

2. Closing; Closing Deliveries. The closing of the purchase and sale of the Senior Preferred Stock (the "Closing") should take place at the offices of Law, Snakard & Gambill, P.C., 1600 West Seventh Street, Suite 500, Fort Worth, Texas 76102, upon the execution and delivery of this Agreement by Seller and Purchaser and upon the execution and delivery of agreements of like tenor between WEDGE and the other purchasers for the sale and purchase, in the aggregate, of all of Seller's 3,024,264 shares of Senior Preferred Stock. At the Closing, the Seller shall deliver certificate(s) representing its shares of Senior Preferred Stock duly endorsed for transfer, against delivery by the Purchaser of the Purchase Price by Purchaser's check or by wire transfer. It is understood and agreed by Seller and Purchaser that the above deliveries of certificates representing the shares of Senior Preferred Stock and of the Purchase Price by check or wire transfer will be delivered pursuant to an Escrow Agreement entered into contemporaneously herewith between Seller, Purchaser, Barrett Gardner and Law, Snakard & Gambill, P.C., as escrow agent. (This Agreement and the Escrow Agreement may be referred to collectively as the "Transaction Documents").

3. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

3.1 Power and Authority. Seller has all requisite power and authority, without restriction, to sell, transfer and deliver the shares of Senior Preferred Stock to Purchaser. All company actions on the part of Seller and its officers and owners necessary for the authorization, execution and delivery of the Transaction Documents, the performance of all of its obligations thereunder, and the delivery of the shares of Senior Preferred Stock have been taken, and each of the Transaction Documents has been duly and validly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms, except only as may be limited by the availability of equitable remedies and by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditor's rights generally.

3.2 Title. Seller is the record and beneficial owner of the shares of Senior Preferred Stock and has good title to the Senior Preferred Stock, and upon the sale, transfer and delivery to Purchaser of the Senior Preferred Stock at the Closing, Purchaser will obtain good title to such Senior Preferred Stock, free and clear of all liens, encumbrances, security interests, exceptions or claims of any nature whatsoever; and

3.3 No Conflicts. The execution and delivery by Seller of the Transaction Documents, and the consummation of the transactions contemplated thereby:

(a) do not violate or conflict with or constitute a default under, or result in the creation of any security interest in or lien upon, the shares of Senior Preferred Stock, any agreement, security agreement, mortgage, or other instrument to which Seller is a party or by which it or the Preferred Stock is bound; or

(b) do not violate any statute, law, rule, or regulation or the order, writ, injunction, or decree of any court or governmental authority; or

(c) do not require the approval, authorization, or consent of any third party.

4. Representations and Warranties of Purchaser. The Purchaser hereby represents and warrants to the Seller, as to and on behalf of itself only that:

4.1 Power and Authority. Purchaser has all requisite power and authority, without restriction, to perform its obligations under the Transaction Documents. All action on the part of Purchaser, necessary for the authorization, execution and delivery of the Transaction Documents, the performance by Purchaser of its obligations thereunder, and the delivery of the Purchase Price has been taken, and each of the Transaction Documents has been duly and validly executed and delivered by Purchaser and constitutes a valid and legally binding obligation of Purchaser, enforceable in accordance with its terms, except only as may be limited by the availability of equitable remedies and by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditor's rights generally.

4.2 Purchase Entirely for Own Account. The Senior Preferred Stock is being acquired or will be acquired for the Purchaser's own account, not as a nominee or agent, and not with a view toward the resale or distribution of any part thereof. The Purchaser does not have any contract, undertaking, agreement or arrangement with any person to sell, transfer or grant participations to such person or to any third person, with respect to any of the Senior Preferred Stock. Purchaser expressly represents that he, she or it is not acting in the capacity as an "underwriter" as that term is defined in the Securities Act of 1933 (the "Securities Act"). The Purchaser understands that ownership of securities convertible into a class of registered securities under the Securities Act may be subject to certain federal reporting requirements as a result of such Purchaser being deemed a beneficial owner of a certain minimum amount of the Senior Preferred Stock and that such Purchaser may be subject to certain timely reporting requirements. Purchaser has obtained Purchaser's own independent legal counsel to assist in analyzing its reporting obligations under the Securities and Exchange Act of 1934

and Purchaser is not relying on any advice or input from Seller or its counsel for any securities matters.

4.3 Investment Experience. Purchaser is experienced in evaluating and investing in securities and acknowledges that he, she or it is able to fend for himself, herself or itself, can bear the economic risk of the investment, and has such knowledge and experience in financial and business matters that Purchaser is capable of evaluating the merits and risks of the investment in the Senior Preferred Stock. The Purchaser is an "accredited investor" as that term is defined in Rule 501 under Regulation D promulgated under the Securities Act.

4.4 No Reliance on Seller Regarding Investment. Purchaser acknowledges that Purchaser is making an independent investment decision based upon Purchaser's own gathering of information and analysis thereof, and is not relying upon information or analysis from Seller or upon any recommendation from Seller, with respect to the purchase of the Senior Preferred Stock. In this regard, Purchaser has independently obtained, reviewed and understands the designations, rights and preferences currently on file with the Texas Secretary of State applicable to the Senior Preferred Stock. Purchaser also understands that certain rights, duties and obligations contained in such designations by, or on behalf of WEDGE will not be applicable to Purchaser, and Purchaser has obtained Purchaser's own independent legal counsel to assist in analyzing same.

4.5 Restricted Securities. Purchaser understands that the Senior Preferred Stock may not be sold, transferred or otherwise disposed of without registration under the Securities Act of 1933 ("Securities Act") or an exemption from such registration requirement, and that absent an effective registration statement covering the Senior Preferred Stock or an available exemption from registration under the Securities Act, the Securities must be held indefinitely. Furthermore, the Purchaser understands that the Senior Preferred Stock is being acquired from an "Affiliate" of the Company, as that term is defined under the Securities Act, and as such certain additional limitations on resale may be applicable to the Senior Preferred Stock or any shares convertible therefrom.

4.6 Legend. The certificate representing the Senior Preferred Stock which Purchaser will receive shall be endorsed with the legends set forth below, and Purchaser agrees that, except to the extent such restrictions are waived by the Company, Purchaser shall not transfer the Senior Preferred Stock without complying with the restrictions on transfer described in the first such legend set forth below:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. WITHOUT SUCH REGISTRATION, SUCH SECURITIES MAY NOT BE SOLD OR OTHERWISE TRANSFERRED AT ANY TIME WHATSOEVER, EXCEPT UPON DELIVERY TO THE CORPORATION OF AN OPINION OF COUNSEL SATISFACTORY TO THE CORPORATION THAT REGISTRATION IS NOT REQUIRED FOR SUCH TRANSFER OR THE SUBMISSION TO THE CORPORATION OF SUCH OTHER EVIDENCE AS MAY BE SATISFACTORY TO THE CORPORATION TO THE EFFECT THAT ANY SUCH TRANSFER SHALL NOT BE IN VIOLATION OF THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS OR ANY RULE OR REGULATION PROMULGATED THEREUNDER.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN DESIGNATIONS, RIGHTS AND PREFERENCES AS SET FORTH IN THE STATEMENT OF RESOLUTION ESTABLISHING THE 8-1/2% SENIOR CONVERTIBLE PREFERRED STOCK, AS AMENDED, OF TGC INDUSTRIES, INC. ON FILE WITH THE SECRETARY OF STATE OF THE STATE OF TEXAS.

5. Miscellaneous.

5.1 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

5.2 Governing Law; Venue. This Agreement shall be governed by and construed under the laws of the State of Texas, without giving effect to the conflicts of laws provisions thereof, and venue for the resolution of any disputes hereunder shall be had in the state and federal courts located in Tarrant County, Texas.

5.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5.4 Entire Agreement; Amendments and Waivers. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and any term in this Agreement may be amended, and the observance of any term in this Agreement may be waived, only by an instrument in writing.

5.5 Survival of Representations and Warranties. The representations and warranties of the parties hereto contained in this Agreement or in any writing

delivered pursuant hereto or at the Closing, shall survive the Closing and the consummation of the transactions contemplated hereby (and any examination or investigation by or on behalf of any party hereto) until the second anniversary of the Closing date.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, as of the date first above set forth.

SELLER

WEDGE ENERGY SERVICES, L.L.C.

By: _____

Name: _____

Title: _____

PURCHASER

By: _____

Name: _____

Title: _____

Number of Shares of Senior Preferred Stock purchased pursuant to this Agreement: _____

Purchase Price: (\$0.53 per Share) \$ _____

TGC INDUSTRIES, INC.
ESCROW AGREEMENT

This ESCROW AGREEMENT ("Escrow Agreement") is made and entered into effective as of the 12th day of February, 2004, by and among WEDGE Energy Services, L.L.C., a Delaware limited liability company (the "Seller" or "WEDGE"), the undersigned purchaser from Seller as set forth on the signature page hereof (the "Purchaser"), Barrett Gardner Associates, Inc., a New Jersey corporation ("Barrett Gardner") and Law, Snakard & Gambill, P.C., a Texas Professional Corporation (the "Escrow Agent").

WHEREAS, the Seller and Purchaser have entered into that certain Preferred Stock Purchase Agreement dated February 12, 2004 (the "Preferred Stock Purchase Agreement") providing for the sale by Seller of shares of its 8-1/2% Senior Convertible Preferred Stock (the "Senior Preferred Stock") of TGC Industries, Inc., a Texas corporation (the "Company") in accordance with the terms thereof, which terms provide that the Closing thereunder is conditioned on and will be simultaneous with the Closing of the sale to a number of purchasers of all of Seller's 3,024,264 shares of Senior Preferred Stock pursuant to preferred stock purchase agreements of like tenor to the Preferred Stock Purchase Agreement;

WHEREAS, the Preferred Stock Purchase Agreement requires this Escrow Agreement with the Escrow Agent for the deposit of and maintenance of funds ("Escrow Funds") received from Purchaser and for the deposit and maintenance of certificates representing shares of Senior Preferred Stock ("Escrow Shares") received from Seller, pending the Closing under the Preferred Stock Purchase Agreement; and

WHEREAS, that certain Financial Advisory Services Agreement dated February 12, 2004 (the "Financial Advisory Agreement") between Barrett Gardner and Seller, requires this Escrow Agreement with the Escrow Agent for the deposit and maintenance of funds in the amount of \$102,860 (the "Advisory Fee Funds") and 17,304 shares of Common Stock of the Company (the "Advisory Fee Shares") received from Seller, pending the Closing under the Preferred Stock Purchase Agreement

WHEREAS, the Escrow Agent has agreed to open and maintain an escrow account in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Appointment of Escrow Agent. The Seller and Purchaser hereby appoint the Escrow Agent to act in accordance with and subject to the terms of this Agreement, and the Escrow Agent hereby accepts such appointment and agrees to act in accordance with and subject to such terms.

2. Escrow Account. Escrow Agent agrees to maintain an escrow account (the "Escrow Account") in accordance with the terms of this Agreement. Escrow Agent further agrees that the Escrow Funds and the Escrow Shares placed into such Escrow Account, as well as the Advisory Fee Funds and the Advisory Fee Shares, will be held and disposed of in accordance with the terms of this Agreement.

3. Deposit of Escrow Funds and Escrow Shares. In accordance with the terms of the Preferred Stock Purchase Agreement: (a) Purchaser shall promptly deliver the Purchase Price for the Senior Preferred Stock, in cash by wire transfer or delivery of Purchaser's check, to Escrow Agent, which Escrow Agent shall deposit in the Escrow Account, and (b) Seller shall promptly deliver certificates representing the shares of Senior Preferred Stock, duly endorsed for transfer or accompanied by stock powers for transfer, which Escrow Agent shall hold in escrow. The Escrow Agent shall maintain the Escrow Account as an account which can be drawn upon at any time. The Escrow Agent agrees that the Escrow Funds and the Escrow Shares will be held and maintained by the Escrow Agent for the exclusive benefit of the Purchaser and the Seller in accordance with the terms and provisions of this Escrow Agreement.

4. Deposit of Advisory Fee Funds and Advisory Fee Shares. In accordance with the terms of the Financial Advisory Services Agreement, Seller shall promptly deliver the Advisory Fee Funds to Escrow Agent, which Escrow Agent shall deposit in the Escrow Account, and Seller shall promptly deliver certificates representing the Advisory Fee Shares duly endorsed for transfer or accompanied by stock powers for transfer, which Escrow Agent shall hold in escrow. The Escrow Agent shall maintain the Escrow Account as an account which can be drawn upon at any time. The Escrow Agent agrees that the Advisory Fee Funds and the Advisory Fee Shares will be held and maintained by the Escrow Agent for the exclusive benefit of Barnett Gardner and the Seller in accordance with the terms and provisions of this Escrow Agreement.

5. Disbursement from the Escrow Account. Upon satisfaction of the conditions set forth below, Escrow Agent shall disburse (the "Closing Disbursement"): (a) the Escrow Funds, without interest, by wire transfer to Seller; (b) the Escrow Shares by delivery of certificate(s) registered in Purchaser's name for the number of shares purchased by Purchaser under the Preferred Stock Purchase Agreement to Purchaser; (c) the Advisory Fee Funds, without interest, by wire transfer to Barrett Gardner; and (d) the Advisory Fee Shares by delivery of certificate(s) registered in Barrett Gardner's name to Barrett Gardner. The conditions which must be satisfied for Escrow Agent to make the Closing Disbursement are as follows: (w) Escrow Agent shall be in receipt of Escrow Funds from Purchaser and from all purchasers under preferred stock purchase agreements of like tenor to Purchaser's in the aggregate amount of One Million Six Hundred Two Thousand Eight Hundred Sixty Dollars (\$1,602,860.00) (representing \$0.53 per share of Senior Preferred Stock) in immediately available funds; (x) Escrow Agent shall be in receipt of the Escrow Shares from Seller representing all of Seller's 3,024,264 shares of Senior Preferred Stock duly endorsed for transfer or accompanied by stock powers for transfer; (y) Escrow Agent shall be in receipt of the Advisory Fee Funds from Seller in the amount of One Hundred Two Thousand Eight Hundred Sixty Dollars (\$102,860.00) in immediately available funds; and (z) Escrow Agent shall be in receipt of the Advisory Fee Shares from Seller representing 17,304 shares of Common Stock of the Company duly

endorsed for transfer or accompanied by stock powers for transfer. In the event that all of the above conditions to the Closing Disbursement have not occurred within thirty (30) days from the date of this Escrow Agreement, Escrow Agent return: (A) the Escrow Funds, without interest, to Purchaser; (B) the Escrow Shares to Seller; (C) the Advisory Fee Funds, without interest, to Seller, and (D) the Advisory Fee Shares to Seller (the "Return Disbursement"). Upon occurrence of either the Closing Disbursement or the Return Disbursement, the Escrow Agent shall be released from further obligation or liability hereunder.

6. Concerning the Escrow Agent.

6.1 The Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or omitted, in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting upon any order, notice, demand, certificate, opinion or advice of counsel (including counsel chosen by the Escrow Agent), statement, instrument, report or other paper or document (not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability, of any information therein contained) which is believed by the Escrow Agent to be genuine and to be signed or presented by the proper person or persons. The Escrow Agent shall not be bound by any notice or demand, or any waiver, modification, termination or rescission of this Agreement unless evidenced by a writing delivered to the Escrow Agent signed by the proper party or parties and, if the duties or rights of the Escrow Agent are affected, unless it shall have given its prior written consent thereto;

6.2 The Escrow Agent shall not be responsible for the sufficiency or accuracy, the form of, or the execution, validity, value or genuineness of, any document or property received, held or delivered by it hereunder, or of any signature or endorsement thereon, or for any lack of endorsement thereon, or for any description therein, nor shall the Escrow Agent be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any document or property paid or delivered by the Escrow Agent pursuant to the provisions hereof. The Escrow Agent shall not be liable for any loss which may be incurred by reason of any investment of any monies or properties which it holds hereunder.

6.3 The Escrow Agent shall have the right to assume in the absence of written notice to the contrary from the proper person or persons that a fact or an event by reason of which an action would or might be taken by the Escrow Agent does not exist or has not occurred, without incurring liability for any action taken or omitted, in good faith and in the exercise of its own best judgment, in reliance upon such assumption.

6.4 The Escrow Agent shall be indemnified and held harmless by the Seller, Purchaser and Barrett Gardner from and against any expenses, including counsel fees and disbursements, or loss suffered by the Escrow Agent in connection with any action, suit or other proceeding involving any claim, or in connection with any claim or demand, which in any way directly or indirectly, arises out of or relates to this Agreement, the services of the Escrow Agent hereunder, the monies or other property held by it hereunder or any such expense or loss. Promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the

Escrow Agent shall, if a claim in respect thereof shall be made against a party hereto, notify the appropriate party thereof in writing; but the failure by the Escrow Agent to give such notice shall not relieve such party from any liability which such party may have to the Escrow Agent hereunder. In the event of the receipt of such notice, the Escrow Agent, in its sole discretion, may commence an action in the nature of interpleader in an appropriate court to determine ownership or disposition of the Escrow Funds or it may deposit the Escrow Funds with the clerk of any appropriate court or it may retain the Escrow Funds pending receipt of a final, non-appealable order of a court having jurisdiction over the parties hereto directing to whom and under what circumstances the Escrow Funds are to be disbursed and delivered.

6.5 The Escrow Agent shall maintain the Escrow Account as an account which can be drawn upon at any time. The Escrow Agent agrees that the Escrow Funds, the Escrow Shares, the Advisory Fee Funds, and the Advisory Fee Shares will be held and maintained by the Escrow Agent for the exclusive benefit of the Purchaser, the Seller and Barrett Gardner in accordance with the terms and provisions of this Escrow Agreement. The Escrow Agent shall be entitled to reimbursement from the Seller, Purchaser and Barrett Gardner for all accountable expenses paid or incurred by the Escrow Agent in the administration of its duties hereunder, if any.

6.6 From time to time on and after the date hereof, Seller, Purchaser, and Barrett Gardner shall deliver or cause to be delivered to the Escrow Agent such further documents and instruments and shall do or cause to be done such further acts as the Escrow Agent shall reasonably request (it being understood that the Escrow Agent shall have no obligation to make such request) to carry out more effectively the provisions and purposes of this Agreement, to evidence compliance herewith or to assure itself that it is protected in acting hereunder.

6.7 The Escrow Agent may resign at any time and be discharged from its duties as escrow agent hereunder by its giving the parties hereto at least thirty (30) days prior written notice thereof. As soon as practicable after its resignation, the Escrow Agent shall turn over to a successor escrow agent appointed by the parties hereto, all monies and property held hereunder upon presentation of the document appointing the new escrow agent and its acceptance thereof. If no new agent is so appointed within the sixty (60) day period following the giving of such notice of resignation, the Escrow Agent may deposit the monies and property held hereunder with any court it deems appropriate.

6.8 The Escrow Agent shall resign and be discharged from its duties as escrow agent hereunder if so requested in writing at anytime by the parties hereto, provided, however, that such resignation shall become effective only upon acceptance of appointment by a successor escrow agent as provided in paragraph 6.7.

6.9 Notwithstanding anything herein to the contrary, the Escrow Agent shall not be relieved from liability hereunder for its own gross negligence or its own willful misconduct.

7. Miscellaneous.

7.1 This Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with the laws of the State of Texas, without giving effect to the conflicts of laws provisions thereof, and venue for the resolution of any disputes hereunder shall be had in the state and federal courts located in Tarrant County, Texas.

7.2 This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, may not be changed or modified except by an instrument in writing signed by the party to be charged.

7.3 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

7.4 This Agreement shall be binding upon and inure to the benefit of the respective parties hereto and their legal representatives, successors and assigns.

7.5 Any notice or other communication required or which may be given hereunder shall be in writing and either be delivered personally or be mailed, certified or registered mail, return receipt requested, postage prepaid, and shall be deemed given when so delivered personally or, if mailed, two (2) business days after the date of mailing as follows:

If to the Seller, to:
WEDGE Energy Services, L.L.C.
1415 Louisiana, Suite 3000
Houston, Texas 77002
Attn: Richard Blohm

if to the Purchaser, to:
To the address set forth below Purchaser's
signature on the signature page hereof

if to Barrett Gardner, to:
Barrett Gardner Associates, Inc.
636 River Road
Fair Haven, New Jersey 07704
Attn: William Barrett

and if to the Escrow Agent, to:
Law, Snakard & Gambill, P.C.
1600 West 7th Street, Suite 500
Fort Worth, Texas 76102
Attn: Vernon E. Rew, Jr., Shareholder

The parties may change the persons and addresses to which the notices or other communications are to be sent by giving written notice of any such change in the manner provided herein for giving notice.

IN WITNESS WHEREOF, each of the parties has executed this Escrow Agreement, as of the dated above set forth.

SELLER	BARRETT GARDNER
WEDGE ENERGY SERVICES, L.L.C.	BARRETT GARDNER ASSOCIATES, INC.
By: _____	By: _____
Name: _____	Name: William J. Barrett
Title: _____	Title: President

PURCHASER	ESCROW AGENT
_____	LAW, SNAKARD & GAMBILL, P.C.
By: _____	By: _____
Name: _____	Name: Vernon E. Rew, Jr.
Title: _____	Title: Shareholder

PURCHASER'S ADDRESS

FINANCIAL ADVISORY
SERVICES AGREEMENT

THIS FINANCIAL ADVISORY SERVICES AGREEMENT (the "FINANCIAL ADVISORY AGREEMENT") is made and entered into as of the 12th day of February, 2004, by and among WEDGE ENERGY SERVICES, L.L.C., a Delaware limited liability company (the "Seller" or "WEDGE") and BARRETT GARDNER ASSOCIATES, INC., a New Jersey corporation ("BARRETT GARDNER").

WHEREAS, contemporaneously herewith, the Seller is entering into that certain Preferred Stock Purchase Agreement dated February 12, 2004 (the "Preferred Stock Purchase Agreement") with a number of purchasers providing for the sale (the "Transaction") by Seller of all of its 3,024,264 shares of 8.5% Senior Convertible Preferred Stock (the "Senior Preferred Stock") of TGC Industries, Inc., a Texas corporation (the "Company");

WHEREAS, Seller and Barrett Gardner desire to enter into this Financial Advisory Agreement for Barrett Gardner to provide certain financial advisory services in assisting WEDGE in connection with the sale by WEDGE of its Senior Preferred Stock, under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Engagement of Barrett Gardner. WEDGE hereby retains Barrett Gardner to provide certain financial advisory services to assist WEDGE in connection with the Transaction and Barrett Gardner hereby accepts such engagement and the parties agree to act in accordance with and subject to the terms of this Agreement.

2. Financial Advisory Services Fees. In consideration for the provision of the financial advisory services by Barrett Gardner to WEDGE in connection with the Transaction, WEDGE hereby agrees to make payment of and to deliver to Barrett Gardner at the Closing (as defined in the Preferred Stock Purchase Agreement) the cash sum of One Hundred Two Thousand Eight Hundred Sixty Dollars (\$102,860.00) (the "Advisory Fee Funds") and 17,304 shares of Common Stock of the Company (the "Advisory Fee Shares"). It is understood and agreed by Seller and Barrett Gardner that Seller will make delivery of the Advisory Fee Funds and Advisory Fee Shares pursuant to an Escrow Agreement entered into contemporaneously herewith between Seller, the purchasers of Seller's Senior Preferred Stock, Barrett Gardner, and Law, Snakard & Gambill, P.C. as Escrow Agent. At the Closing the Advisory Fee Funds and the Advisory Fee Shares will be delivered in accordance with the terms of the Escrow Agreement. In the event the Closing does not occur, the Advisory Fee Funds and the Advisory Fee Shares will be returned to WEDGE in accordance with the terms of the Escrow Agreement.

3. Title. Seller hereby represents and warrants to Barrett Gardner that Seller is the record and beneficial owner of the Advisory Fee Shares and has good title to the Advisory Fee Shares, and upon the transfer and delivery to Barrett Gardner of the Advisory Fee Shares at the Closing, Barrett Gardner will obtain good title to such Advisory Fee Shares, free and clear of all liens, encumbrances, security and interests, exceptions or claims of any nature whatsoever.

4. Acquisition for Own Account. Barrett Gardner hereby represents and warrants to Seller that it will acquire the Advisory Fee Shares for its own account, not as nominee or agent, and not with a view toward the resale or distribution of any part thereof. Furthermore, Barrett Gardner represents that it is experienced in evaluating and investing in securities and acknowledges that it is able to fend for itself, can bear the economic risk of the investment, and has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the acquisition of the Advisory Fee Shares.

5. Miscellaneous.

5.1 This Advisory Services Agreement shall for all purposes be deemed to be made under and shall be construed in accordance with laws of the State of Texas.

5.2 This Advisory Services Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and, except as expressly provided herein, may not be changed or modified except by an instrument in writing signed by the party to be charged.

5.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

5.4 This Advisory Services Agreement shall be binding upon and inure to the benefit of the respective parties hereto and any legal representatives, successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has executed this Advisory Services Agreement, as of the date above set forth.

SELLER

BARRETT GARDNER

WEDGE ENERGY SERVICES, L.L.C.

BARRETT GARDNER ASSOCIATES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT 7(d)

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PURCHASERS:

PREFERRED STOCK
SHARES PURCHASED:

PURCHASERS:	PREFERRED STOCK SHARES PURCHASED:
Nicholas A. Baker, III	113,200
William J. Barrett, Jr.	169,800
William J. Barrett MPPP	709,200
Sara Barrett MPPP	75,500
Robert J. Deputy	34,000
Jason M. Elsas, Jr.	235,800
Leona T. Flynn	188,500
Arthur J. Gajarsa and Melanie Gajarsa, JTWROS	47,100
Herbert M. Gardner	188,500
Mary Gardner	47,000
Stuart M. Gerson and Pamela E. Somers, JTWROS	83,000
Ann C Green Roth IRA (452-95081-1-3)	9,664
William C. Hurtt, Jr. - GST Exempt (10263619843)	375,000
William D. Marohn	60,000
Allen T. McInnes & Doris C. McInnes, JTWROS	188,500

LIST OF PURCHASERS CONTINUED ON FOLLOWING PAGE

EXHIBIT 7(d) (CONT'D FROM PREVIOUS PAGE)

PURCHASERS:

PREFERRED STOCK
SHARES PURCHASED:

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Ellen M. Noreen	
& Clifford M. Noreen, JTWR0S	47,000
C. Richard Stafford, MPPP (452-95084-1-0)	34,000
Sidney Todres IRA Rollover (47V088572)	300,000
Technology Insurance Company, Inc.	59,250
Rochdale Insurance Company	59,250
Total Preferred Stock Shares Purchased:	3,024,264

Total Consideration:	\$1,602,859.92
	=====

COMMON STOCK
SHARES TRANSFERRED:

Bennett Gardner Associates, Inc.	17,304

Transferred as consideration for services rendered:	17,304

Total Common Shares assuming full conversion of preferred	3,041,568
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POWER OF ATTORNEY

The undersigned does hereby make, constitute and appoint William H. White and Richard E. Blohm, Jr., and each of them severally, the undersigned's true and lawful attorney or attorneys (hereinafter referred to individually as "Attorney" or collectively as "Attorneys") with power to act for the undersigned and in the undersigned's name, place and stead, with or without the other and with full power of substitution and resubstitution, for the sole purpose of executing, making, declaring, certifying and filing on behalf of the undersigned with the Securities and Exchange Commission, and other appropriate governmental or private entities, any and all statements, reports and other information required to be filed by the undersigned under the Securities Exchange Act of 1934, as amended, or other state or federal statutes, by virtue of or relating to the undersigned's beneficial ownership of voting securities of TGC Industries, Inc. (the "Company"), including without limitation any Schedule 13D, any and all amendments to any such schedule, any Joint Filing Agreement and any and all amendments thereto, and all other documents and information incidental or related thereto required to be executed, made or filed by the undersigned, in the form and manner in which such Attorneys or any of them deem necessary, appropriate, convenient or desirable to be done pursuant to and in accordance with the authorization contained in this Power of Attorney, as fully and to all intents and purposes as the undersigned might or could do in person, the undersigned hereby ratifying and approving the acts of the Attorneys and each of them.

IN WITNESS WHEREOF, the undersigned has execute this Power of Attorney on December 17, 1999.

/s/ Issam M. Fares

Issam M. Fares

EXHIBIT 7(f)

JOINT FILING AGREEMENT

The undersigned each agree that the Statement on Schedule 13D relating to the Common Stock, \$.30 par value, of TGC Industries, Inc. is adopted and filed on behalf of each of them, (ii) all future amendments to such Statement on Schedule 13D will, unless written notice to the contrary is delivered as described below, be jointly filed on behalf of each of them, and (iii) the provisions of Rule 13d-1(k) under the Securities Exchange Act of 1934 apply to each of them. This agreement may be terminated with respect to the obligation to jointly file future amendments to such Statement on Schedule 13D as to any of the undersigned upon such person giving written notice thereof to the other person signatory hereto, at the principal office thereof.

IN WITNESS WHEREOF, the undersigned hereby execute this Joint Filing Agreement as of the date set forth below.

Dated: February 17, 2004

WEDGE Energy Services, L.L.C.

By /s/ JAMES F. TIDWELL

Name: James F. Tidwell
Title: Vice President

Dated: February 17, 2004

ISSAM M. FARES

By /s/ RICHARD E. BLOHM, JR.

Name: Richard E. Blohm, Jr.
Title: Attorney-in-Fact