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, 2013.

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.

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 31, 2013
Common Stock ($.01 Par Value)	21,944,792

PART I — FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS.

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

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TGC INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS
September 30, 2013

	September 30, 2013 (Unaudited)	December 31, 2012
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 21,335,800	$ 8,614,244
Trade accounts receivable	11,753,875	35,640,758
Cost and estimated earnings in excess of billings on uncompleted contracts	3,217,677	6,263,943
Prepaid expenses and other	3,500,615	1,824,779
Total current assets	39,807,967	52,343,724
PROPERTY AND EQUIPMENT - at cost		
Machinery and equipment	188,243,780	190,943,331
Automobiles and trucks	14,350,921	15,265,627
Furniture and fixtures	488,950	488,779
Leasehold improvements	14,994	14,994
	203,098,645	206,712,731
Less accumulated depreciation and amortization	(133,623,122)	(117,326,964)
	69,475,523	89,385,767
Goodwill	201,530	201,530
Other assets	93,153	96,817
	294,683	298,347
Total assets	$ 109,578,173	$ 142,027,838

See Notes to Consolidated Financial Statements

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TGC INDUSTRIES, INC.
CONSOLIDATED BALANCE SHEETS — CONTINUED
September 30, 2013

	September 30, 2013 (Unaudited)	December 31, 2012
LIABILITIES AND SHAREHOLDERS’ EQUITY		
Trade accounts payable	$ 4,238,363	$ 13,680,538
Accrued liabilities	3,283,991	5,544,071
Billings in excess of costs and estimated earnings on uncompleted contracts	986,765	3,757,349
Federal and state income taxes payable	—	4,569,891
Current maturities of notes payable	10,056,672	10,615,279
Current portion of capital lease obligations	1,559,841	1,960,503
Total current liabilities	20,125,632	40,127,631
NOTES PAYABLE, less current maturities	8,100,940	14,412,598
CAPITAL LEASE OBLIGATIONS, less current portion	1,026,886	1,884,937

LONG-TERM DEFERRED TAX LIABILITY	4,824,591	7,617,111
SHAREHOLDERS’ EQUITY		
Preferred stock, $1.00 par value; 4,000,000 shares authorized; issued - none	—	—
Common stock, $.01 par value; 35,000,000 and 25,000,000 shares authorized; 22,055,795 and 20,732,500 issued and outstanding in each period	220,550	207,325
Additional paid-in capital	31,257,630	29,573,986
Retained earnings	46,469,312	48,073,556
Treasury stock, at cost, 135,197 and 80,076 shares in each period	(1,175,875)	(691,009)
Accumulated other comprehensive income (loss) - foreign currency translations adjustments	(1,271,493)	821,703
	75,500,124	77,985,561
Total liabilities and shareholders’ equity	$ 109,578,173	$ 142,027,838

See Notes to Consolidated Financial Statements

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TGC INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF EARNINGS (Unaudited)
September 30, 2013

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012
Revenue	$ 21,115,045	$ 41,834,680	$ 115,806,689	$ 139,264,045
Cost and expenses				
Cost of services	18,492,618	30,918,343	90,011,820	94,477,345
Selling, general and administrative	2,391,946	2,134,408	7,226,433	6,484,735
Depreciation and amortization expense	6,057,092	6,685,698	19,110,476	18,591,209
	26,941,656	39,738,449	116,348,729	119,553,289
Income (loss) from operations	**(5,826,611)**	**2,096,231**	**(542,040)**	**19,710,756**
Interest expense	275,509	350,366	903,667	873,004
Income (loss) before income taxes	**(6,102,120)**	**1,745,865**	**(1,445,707)**	**18,837,752**
Income tax expense (benefit)	(2,150,433)	634,223	158,537	7,315,971
NET INCOME (LOSS)	**$ (3,951,687)**	**$ 1,111,642**	**$ (1,604,244)**	**$ 11,521,781**
Earnings per common share:				
Basic	$ (0.18)	$ 0.05	$ (0.07)	$ 0.54
Diluted	$ (0.18)	$ 0.05	$ (0.07)	$ 0.53
Weighted average number of common shares outstanding:				
Basic	21,832,831	21,594,401	21,805,692	21,455,601
Diluted	21,832,831	21,922,926	21,805,692	21,855,940

See Notes to Consolidated Financial Statements

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TGC INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (UNAUDITED)
September 30, 2013

	Three Months Ended September 30, 2013	Three Months Ended September 30, 2012	Nine Months Ended September 30, 2013	Nine Months Ended September 30, 2012

Net Income (Loss)	$ (3,951,687)	$ 1,111,642	$ (1,604,244)	$ 11,521,781
Other comprehensive income (loss):				
Foreign currency translation adjustments	755,989	1,852,637	(2,093,196)	1,545,624
Total other comprehensive income (loss)	$ (3,195,698)	$ 2,964,279	$ (3,697,440)	$ 13,067,405

See Notes to Consolidated Financial Statements

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TGC INDUSTRIES, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)
September 30, 2013

	Nine Months Ended September 30, 2013	2012
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	$ (1,604,244)	$ 11,521,781
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	19,110,476	18,591,209
Gain on disposal of property and equipment	(635,265)	(1,060,986)
Non-cash compensation	817,391	380,955
Deferred income taxes	(2,792,520)	(1,113,099)
Changes in operating assets and liabilities		
Trade accounts receivable	23,374,057	(8,119,120)
Cost and estimated earnings in excess of billings on uncompleted contracts	3,046,174	3,005,148
Prepaid expenses and other	2,105,774	1,544,548
Prepaid federal and state income tax	(1,673,101)	78,268
Other assets	1,769	(10,246)
Trade accounts payable	(9,374,217)	3,062,383
Accrued liabilities	(2,184,320)	1,669,776
Billings in excess of cost and estimated earnings on uncompleted contracts	(2,741,145)	4,310,422
Income taxes payable	(3,543,613)	2,704,357
NET CASH PROVIDED BY OPERATING ACTIVITIES	23,907,216	36,565,396
CASH FLOWS FROM INVESTING ACTIVITIES		
Capital expenditures	(1,250,550)	(23,673,444)
Proceeds from sale of property and equipment	1,090,607	1,695,986
NET CASH USED IN INVESTING ACTIVITIES	(159,943)	(21,977,458)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes payable	(9,929,954)	(7,875,848)
Principal payments on capital lease obligations	(1,586,423)	(1,458,415)
Proceeds from exercise of stock options	395,551	377,382
Payment of dividends	(939)	(1,150)
NET CASH USED IN FINANCING ACTIVITIES	(11,121,765)	(8,958,031)
NET INCREASE IN CASH AND CASH EQUIVALENTS	12,625,508	5,629,907
EFFECT OF EXCHANGE RATES ON CASH	96,048	105,975
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	8,614,244	15,745,559
CASH AND CASH EQUIVALENTS AT END OF PERIOD	$ 21,335,800	$ 21,481,441
Supplemental cash flow information		
Interest paid	$ 903,667	$ 873,004
Income taxes paid	$ 8,167,772	$ 5,646,445
Noncash investing and financing activities		
Capital lease obligations incurred	$ 368,396	$ 2,129,880
Financed equipment purchase	$ —	$ 15,201,800
Financed insurance premiums	$ 3,064,370	$ 2,882,751
Restricted stock awards to employees	$ 25,441	$ 1,334,014
Treasury shares issued for stock options exercised	$ 484,866	$ 433,615

See Notes to Consolidated Financial Statements

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NOTE A

BASIS OF PRESENTATION

The accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States 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," "TGC" or the "Company" refer to TGC Industries, Inc. and our subsidiaries.

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, 2012. 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 quarter ended September 30, 2013. Certain policies have been paraphrased herein for convenience.

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. We typically enter a supplemental agreement setting forth the terms of each project, which may be cancelled by either party upon 30 days' advance written notice. 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 varies 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, which is the physical act of laying out seismic equipment or recording contractually determined data points. Under turnkey agreements, the total number of units of seismic data to be gathered is set forth in the agreement. TGC recognizes revenue on turnkey arrangements as services are performed on a per unit of seismic data acquired rate based on the number of data points per square mile obtained compared to the number of square miles set forth in the agreement. Eagle Canada, Inc., our wholly owned subsidiary ("Eagle Canada"), recognizes revenue on turnkey agreements as services are performed on a per unit of seismic data laid-out rate, which is standard industry practice in Canada, based on the number of receiver lines laid out as compared to the estimated total lines to be laid out for the project pursuant to the agreement. Under term agreements, revenue is recognized, by both TGC and Eagle Canada, 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.

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ACCUMULATED OTHER COMPREHENSIVE INCOME

Comprehensive income is a measure of income which includes both net income and other comprehensive income or loss. Other comprehensive income or loss results from items deferred from recognition in the statement of earnings, which consists solely of foreign currency translation adjustments. Accumulated other comprehensive income (loss) is presented on the Company's consolidated balance sheet as a part of stockholder's equity. In addition, the Company reports comprehensive income and its components in a separate statement of comprehensive income.

Foreign currency translation income or loss represents changes in foreign currency rates used to translate the assets, liabilities, revenues and expenses of the Company's international subsidiary from the local currency. These changes in foreign currency rates may never be realized or may only be partially realized upon the ultimate disposition, if any, of the international subsidiary. The Company's foreign investment is considered permanent in nature as there are no plans in the foreseeable future for divestiture.

RECENT ACCOUNTING PRONOUNCEMENTS

In July 2012, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("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 accounting principles generally accepted in the United States ("U.S. GAAP"). The ASU is effective for annual and interim impairment tests performed for fiscal years beginning after September 15, 2012. The Company adopted this update in the first quarter of 2013 and it did not have a significant effect on its consolidated financial statements and related disclosures.

In July 2013, the FASB issued ASU No. 2013-11, *Income Taxes (Topic 740) - Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists* ("ASU 2013-11"). This ASU clarifies the balance sheet presentation of an unrecognized tax benefit and was issued to resolve the diversity in practice that had developed in the absence any specific U.S. GAAP. ASU 2013-11 is applicable to all entities that have an unrecognized tax benefit due to a net operating loss carryforward, a similar tax loss, of a tax credit carryforward. The ASU is effective for fiscal years, and interim periods within those years, beginning after December 15, 2013, and does not create any new disclosure requirements. The Company will adopt ASU 2013-11 on January 1, 2014. The Company does not anticipate that the adoption of ASU 2013-11 will have a significant effect on its consolidated financial statements.

NOTE B — MANAGEMENT PRESENTATION

In the opinion of management, all adjustments 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. Certain information and footnote disclosures normally included in the financial statements prepared in accordance with generally accepted accounting principles have been condensed or omitted in this Form 10-Q report pursuant to certain rules and regulations of the Securities and Exchange Commission (the "SEC"). 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, 2012, filed on Form 10-K.

NOTE C — EARNINGS (LOSS) 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, 2013 have been adjusted for the 5% stock dividend paid on May 14, 2013, to shareholders of record as of April 30, 2013.

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

	Three Months Ended September 30, (Unaudited)		Nine Months Ended September 30, (Unaudited)	
	2013	2012	2013	2012
Basic:				
Numerator:				
Net income (loss)	$ (3,951,687)	$ 1,111,642	$ (1,604,244)	$ 11,521,781
Denominator:				
Basic - weighted average common shares outstanding	21,832,831	21,594,401	21,805,692	21,455,601
Basic EPS	$ (0.18)	$ 0.05	$ (0.07)	$ 0.54
Diluted:				
Numerator:				
Net income (loss)	$ (3,951,687)	$ 1,111,642	$ (1,604,244)	$ 11,521,781
Denominator:				
Weighted average common shares outstanding	21,832,831	21,594,401	21,805,692	21,455,601
Effect of Dilutive Securities:				
Stock options	—	328,525	—	400,339
	21,832,831	21,922,926	21,805,692	21,855,940
Diluted EPS	$ (0.18)	$ 0.05	$ (0.07)	$ 0.53

NOTE D — DIVIDENDS

On April 19, 2013, the Company declared a five percent (5%) stock dividend on its outstanding common shares. The 5% stock dividend was paid on May 14, 2013, to shareholders of record as of April 30, 2013. We paid our first cash dividend in December 2012 but may not pay cash dividends on our common shares in the foreseeable future. While there are currently no contractual restrictions prohibiting us from paying dividends to our shareholders, it is at the discretion of the board of directors whether the Company pays any cash or stock dividends on our common shares in the foreseeable future and will depend on our financial condition, results of operations, capital and legal requirements, and other factors deemed relevant by our board of directors. We expect to retain any earnings to fund our future operations.

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 2013, federal and various state estimated income taxes for tax year 2013, as well as various state income taxes for tax year 2012.

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 $158,000 and $194,000, or less than $0.01 per share for the three months ended September 30, 2013, and 2012, and approximately $817,000 and $381,000, or approximately $0.04 per share and $0.02 per share, for the nine months ended September 30, 2013, and 2012, respectively.

As of September 30, 2013, there was approximately $495,000 of unrecognized compensation expense related to our two share-based compensation plans which the Company expects to recognize over a period of three years.

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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.

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 such as “may,” “would,” “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 our Securities and Exchange Commission (“SEC”) 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 economic climate 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 us 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 management, and we assume 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 except as required by law.

Executive Overview

TGC Industries, Inc., a Texas corporation, and with its wholly-owned subsidiary, Eagle Canada, Inc., a Delaware corporation, (collectively “we,” “us,” “our,” “its,” “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 natural 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 SEC.

We are 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 began the third quarter of 2013 operating three crews, and ended the quarter operating five crews in the U.S. In Canada, we began the third quarter of 2013 operating three crews for short-term work at the beginning of the quarter and ended the quarter operating no crews. We anticipate activating additional crews as conditions allow. Due to the seasonality of the Canadian market, the second and third quarters usually have weak demand for seismic data acquisition services in Canada, and we expect increasing levels of demand for the services we provide in Canada for the next two quarters starting with the fourth quarter of 2013.

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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 onshore oil and natural gas exploration and development companies for use in onshore drilling and the 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, Geokinetics Inc., and CGG-Veritas. Most of our 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 types 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.

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, 2013, are not necessarily indicative of a full year's results.

Nine Months Ended September 30, 2013, Compared to Nine Months Ended September 30, 2012 (Unaudited)

Revenues. Our revenues were $115,806,689 for the nine months ended September 30, 2013, compared to $139,264,045 for the same period of 2012, a decrease of 16.8%. Revenues for the nine months ended September 30, 2013, decreased due to our operation of fewer crews in the U.S. and Canada during the second and third quarters of 2013 as compared to the same period of 2012 because of the softening in the seismic market that began early in 2013. This was partially offset by our revenue mix for the nine months ended September 30, 2013 that showed a significant increase in shot-hole work, which generates higher revenues but carries lower margins than vibroseis work, and a decrease in vibroseis work.

Cost of services. Our cost of services was $90,011,820 for the nine months ended September 30, 2013, compared to $94,477,345 for the same period of 2012, a decrease of 4.7%. As a percentage of revenues, cost of services was 77.7% for the nine months ended September 30, 2013, compared to 67.8% for the same period of 2012. This increase was primarily attributable to a significant increase in higher cost shot-hole work and as a result of the costs we continued to incur as we idled several crews in the U.S. in the second and third quarters due to the softening in the seismic market.

Selling, general, and administrative expenses. Selling, general and administrative ("SG&A") expenses were $7,226,433 for the nine months ended September 30, 2013, compared to $6,484,735 for the same period of 2012, an increase of 11.4%. This increase was primarily due to recent personnel additions and an increase in share-based compensation expense. SG&A expense as a percentage of revenues was 6.2% for the nine months ended September 30, 2013, compared with 4.7% for the same period of 2012.

Depreciation and amortization expense. Depreciation and amortization expense was $19,110,476 for the nine months ended September 30, 2013, compared to $18,591,209 for the same period of 2012, an increase of 2.8%. This increase was primarily attributable to our acquisition of seismic recording equipment, vibration vehicles, and other equipment and vehicles during the last half of 2012. Depreciation and amortization expense as a percentage of revenues was 16.5% for the nine months ended September 30, 2013, compared to 13.3% for the same period of 2012.

Income (loss) from operations. Loss from operations was $542,040 for the nine months ended September 30, 2013 compared to income from operations of $19,710,756 for the same period of 2012. The decrease was attributable to the idling of several crews in the U.S. in the second and third quarters of 2013 due to the softening in the seismic market, and a significant increase in shot-hole work, which carries higher costs and lower margins than vibroseis work. EBITDA decreased $19,733,529 to $18,568,436 for the nine months ended September 30, 2013, from $38,301,965 for the same period of 2012, a decrease of 51.5%. This decrease was a result of factors discussed 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 $903,667 for the nine months ended September 30, 2013, compared to $873,004 for the same period of 2012, an increase of 3.5%. This increase was primarily attributable to borrowings for our purchases of seismic acquisition equipment during the last half of 2012.

Income tax expense. Income tax expense was $158,537 for the nine months ended September 30, 2013, compared to $7,315,971 for the same period of 2012. The tax expense for the nine months ended September 30, 2013 was due primarily to permanent tax differences. This compares to an effective tax rate of 38.8% for the nine months ended September 30, 2012.

Three Months Ended September 30, 2013, Compared to Three Months Ended September 30, 2012 (Unaudited)

Revenues. Our revenues were $21,115,045 for the three months ended September 30, 2013, compared to $41,834,680 for the same period of 2012. The decrease in revenues was due to the soft demand that continued through the third quarter of 2013 and, as a result, we began the third quarter with three crews operating in the U.S. and ended the quarter with five crews. This compares to nine crews operating in the U.S. in the third quarter of last year. The Company's Canadian operations did not contribute significantly to the overall results of this year's or last year's third quarter.

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Cost of services. Our cost of services was $18,492,618 for the three months ended September 30, 2013, compared to $30,918,343 for the same period of 2012, a decrease of 40.2%. As a percentage of revenues, cost of services was 87.6% for the three months ended September 30, 2013, compared to 73.9% for the same period of 2012. This decrease was largely due to our operation of fewer crews in the U.S. Costs of services as a percentage of revenues for the third quarter of 2013 increased as a result of the costs we continued to incur as we idled several crews in the U.S. due to the softening in the seismic market.

Selling, general, and administrative expenses. SG&A expenses were $2,391,946 for the three months ended September 30, 2013, compared to $2,134,408 for the same period of 2012, an increase of 12.1%. This increase was primarily due to recent personnel additions and an increase in share-based compensation expenses. SG&A expense as a percentage of revenues was 11.3% for the three months ended September 30, 2013, compared with 5.1% for the same period of 2012.

Depreciation and amortization expense. Depreciation and amortization expense was $6,057,092 for the three months ended September 30, 2013, compared to $6,685,698 for the same period of 2012, a decrease of 9.4%. This decrease was primarily attributable to lower capital expenditures in 2013. Depreciation and amortization expense as a percentage of revenues was 28.7% for the three months ended September 30, 2013, compared to 16.0% for the same period of 2012.

Income (loss) from operations. Loss from operations was $5,826,611 for the three months ended September 30, 2013, compared to income from operations of $2,096,231 for the same period of 2012. This decrease was primarily attributable to lower revenues and higher cost of services as a percentage of revenues as discussed above. EBITDA decreased $8,551,448 to $230,481 for the three months ended September 30, 2013, from $8,781,929 for the same period of 2012, a decrease of 97.4%. This decrease was a result of those factors mentioned above. For a definition of EBITDA, a reconciliation of EBITDA to net income and a discussion of EBITDA, please refer to the section entitled "EBITDA" found below.

Interest expense. Interest expense was $275,509 for the three months ended September 30, 2013, compared to $350,366 for the same period of 2012, a decrease of 21.4%. This decrease was primarily attributable to our continuing payment of notes payable for purchases of seismic acquisition equipment, including the repayment in full of a note in each of February 2013 and September 2013.

Income tax benefit. Income tax benefit was $2,150,433 for the three months ended September 30, 2013, compared to income tax expense of $634,223 for the same period of 2012. The effective tax benefit rate was 35.2% for the three months ended September 30, 2013 compared to income tax expense of 36.3% for the same period of 2012.

EBITDA

We define EBITDA as net income (loss) plus interest expense, income tax expense, 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.

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We also understand that EBITDA 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, 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,	
	2013	2012	2013	2012
	(unaudited)		(unaudited)	
Net income (loss)	$ (3,951,687)	$ 1,111,642	$ (1,604,244)	$ 11,521,781
Depreciation and amortization	6,057,092	6,685,698	19,110,476	18,591,209
Interest expense	275,509	350,366	903,667	873,004
Income tax expense (benefit)	(2,150,433)	634,223	158,537	7,315,971
EBITDA	$ 230,481	$ 8,781,929	$ 18,568,436	$ 38,301,965

Liquidity and Capital Resources

Cash Flows

Cash flows provided by operating activities.

Net cash provided by operating activities was $23,907,216 for the nine months ended September 30, 2013, compared to $36,565,396 for the same period of 2012. The $12,658,180 decrease in cash flow from operating activities during the first nine months of 2013 from the same period of 2012 was principally attributable to decreases in cash provided by net income, accounts payable and accrued liabilities, billings in excess of cost and estimated earnings on uncompleted contracts and income taxes payable, which were partially offset by an increase in cash provided by accounts receivable.

Working capital increased $7,466,242 to $19,682,335 as of September 30, 2013, from the December 31, 2012 working capital of $12,216,093. This increase was primarily due to increases of $12,721,556 in cash and $1,675,836 in prepaid expenses, and decreases of $9,442,175 in accounts payable, $2,260,080 in accrued liabilities, $2,770,584 in billings in excess of cost and estimated earnings on uncompleted contracts, and $4,569,891 in federal and state income taxes payable, partially offset by decreases of $23,886,883 in accounts receivable, and an increase of $3,046,266 in costs and estimated earnings in excess of billings on uncompleted contracts.

Cash flows used in investing activities.

Net cash used in investing activities was $159,943 for the nine months ended September 30, 2013, and net cash used in investing activities was $21,977,458 for the nine months ended September 30, 2012. This change was due primarily to a decrease in capital expenditures of $22,422,894 resulting from the maintenance capital expenditures policy we implemented during the fourth quarter of 2012, as compared to the first nine months of 2012, during which we purchased additional wireless Geospace Seismic Recording systems and related equipment, replacement vehicles, and seven new vibration vehicles, partially offset by a decrease of $605,379 in proceeds from the sale of older property and equipment.

Cash flows used in financing activities.

Net cash used in financing activities was $11,121,765 for the nine months ended September 30, 2013, and $8,958,031 for the nine months ended September 30, 2012. The increase was due primarily to an increase in principal payments on notes payable.

Capital expenditures.

During the nine months ended September 30, 2013, we acquired $1,618,946 of vehicles and equipment, primarily to add to and replace similar vehicles and equipment. We financed these acquisitions by using $1,250,550 of cash on hand and by incurring $368,396 in capital lease obligations from a vehicle leasing company. Although we do not budget for our capital expenditures, we may purchase additional equipment during 2013 should the demand for our services increase.

Liquidity.

Our primary sources of liquidity are cash generated from operations and short-term borrowings and leases from commercial banks and equipment lenders for capital expenditures. 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.

We have a revolving line of credit agreement with a commercial bank, pursuant to which we may borrow up to $5,000,000. The credit agreement was renewed for one-year terms on September 16, 2012, and September 16, 2013 and will expire on September 16, 2014. We intend to renew the revolving credit agreement prior to its expiration. 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, 2013, we had no borrowings outstanding under the revolving credit agreement.

At September 30, 2013, we had five outstanding notes payable to commercial banks for equipment purchases. The notes have interest rates between 3.50% and 5.00%, are due in monthly installments between $82,950 and $223,437 including interest, have a total outstanding balance of $16,817,564 and are collateralized by equipment. Three notes payable with interest rates between 5.33% and 6.00% and monthly payments between $23,740 and $61,997 plus interest were paid off in 2012. One note payable with interest of 6.35% and monthly payments of $50,170 including interest was paid off in February 2013, and one note payable with interest of 5.00% and monthly payments of $59,581 including interest was paid off in September 2013. These notes were collateralized by equipment.

We also had three outstanding notes payable to finance companies for corporate insurance at September 30, 2013. The notes have interest rates between 4.16% and 4.95%, are due in monthly installments between $16,861 and $329,823 including interest, and have a total outstanding balance of $1,340,047.

Contractual Obligations

We believe that our capital resources, including our short-term investments, funds available under our revolving credit agreement, and cash flow from operations, will be adequate to meet our current operational needs. We believe that we will be able to finance our 2013 capital expenditures through cash flow from operations, borrowings from commercial lenders, and the funds available under our revolving credit 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 economic climate 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, 2013, 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, 2012. 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 quarter ended September 30, 2013.

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, 2012. One new accounting pronouncement issued during the quarter ended September 30, 2013, is discussed earlier in Note A to the financial statements.

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, 2012, which is incorporated herein by reference.

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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 SEC and to process, summarize, and disclose this information within the time periods specified in the rules of the SEC. 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 Securities Exchange Act of 1934, as amended, within the required time period. There were no changes in the Company’s internal controls over financial reporting during the quarter ended September 30, 2013, 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, 2012, 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.

A list of exhibits filed herewith is contained in the Exhibit Index that immediately precedes such exhibits and is incorporated by reference herein.

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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 8, 2013	/s/ Wayne A. Whitener Wayne A. Whitener President and Chief Executive Officer (Principal Executive Officer and duly authorized officer)
Date: November 8, 2013	/s/ James K. Brata James K. Brata Vice President and Chief Financial Officer (Principal Financial and Accounting Officer)

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EXHIBIT INDEX

EXHIBIT NO.	DESCRIPTION
3.1	Amended and Restated Certificate of Formation, filed as Exhibit 3.1 to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2013, filed on August 8, 2013, 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	Sixth Amendment to Amended and Restated Loan and Security Agreement by and between TGC Industries, Inc. and Sovereign Bank, dated as of October 11, 2012.
*10.2	Seventh Amendment to Amended and Restated Loan and Security Agreement and Amendment to Amended and Restated Promissory Note by and between TGC Industries, Inc. and Sovereign Bank, dated as of September 16, 2013.
*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.

Exhibit 10.1

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)
SOVEREIGN BANK — LOAN NO. (TERM LOAN FACILITY — TRANCHE E)

SIXTH AMENDMENT TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT

THIS SIXTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT (this *"Amendment")* dated as of **OCTOBER 11, 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(a) 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")*, (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");* and (vi) the **PROMISSORY NOTE** dated as of **OCTOBER 11, 2012** in the principal amount of **SEVEN MILLION AND NO/100 DOLLARS ($7,000,000,00)** 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 *"Term Note — Tranche E")).*

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 no 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 NO/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 he established by a written instrument between Debtor and Lender from time to time (the *"Term Maturity Date — Tranche C")*, (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 ($7,701,80100)** (the *"Term Loan Facility — Tranche D,"* and together with 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")*, and (bb) Lender hereby agrees to lend to Debtor in a single advance an aggregate sum not to exceed **SEVEN MILLION AND NO/100 DOLLARS ($7,000,000.00)** (the *"Term Loan Facility — Tranche E,"* and together with the Term Loan Facility — Tranche A, the Term Loan Facility —

Tranche B, the Term Loan Facility — Tranche C, and the Term Loan Facility — Tranche D, the *"Term Loan Facility")* on **OCTOBER 11, 2012** and continuing until: (i) the acceleration of the Indebtedness pursuant to the terms of the Loan Documents; (ii) **OCTOBER 11, 2015;** 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 E").*

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 — Trench A, (iii) the Torm Loan Facility — Trench 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, (v) the Term Loan Facility — Tranche D shall he evidenced by the Term Note —Tranche D), and (vi) the Term Loan Facility —Tranche B shall be evidenced by the Term Note— Tranche E. 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. **Addition of New Section 8(c).** A new Section 8(c) is hereby added to the Agreement in the correct location as follows:

(c) **Tangible Net Worth.** Debtor will maintain a Tangible Net Worth of not loss than **FIFTY-FIVE MILLION AND N0/100 DOLLARS ($55,000,000,00)** (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. *"Tangible Not Worth"* means, at any particular time, all amounts which, in conformity with GAAP, would he included as equity on a balance sheet of a Person; provided, however, there shall be excluded therefrom: (1) any amount at which the equity of such Person appears as an asset on such Person's balance sheet, (2) goodwill, including any amounts, however designated, that represent the excess of the purchase price paid for assets or stock over the value assigned thereto, (3) patents, trademarks, trade names, and copyrights, (4) deferred expenses, (5) loans and advances to any equity holder, director, officer, or employee of the Person or any affiliate of such Person, and (6) all other assets which are properly classified as intangible assets.

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 E.

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 (e) 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. **Marlins.** 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 Velasquoz 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	

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

SEVENTH AMENDMENT TO
AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT
AND AMENDMENT TO AMENDED AND RESTATED PROMISSORY NOTE

THIS SEVENTH AMENDMENT TO AMENDED AND RESTATED LOAN AND SECURITY AGREEMENT AND AMENDMENT TO AMENDED AND RESTATED PROMISSORY NOTE (this "*Amendment*") dated as of **SEPTEMBER 16, 2013** (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, Debtor has executed and delivered to Lender that certain **AMENDED AND RESTATED PROMISSORY NOTE** dated as of **SEPTEMBER 16, 2009** (as amended, modified, and restated from time to time, the "*Note*") in the principal amount of **FIVE MILLION AND NO/100 DOLLARS ($5,000,000.00)**; and

WHEREAS, the parties desire to amend the Agreement and the Note 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, 2014**."

3. **Note Rate.** The first sentence of Section 1 of the Note is hereby amended to read as follows:

"The Rate shall be the **LESSER** of: (a) the **MAXIMUM RATE**, or (b) the **GREATER** of (i) the **PRIME RATE**, or (ii) **FIVE PERCENT (5.00%)**."

4. **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.

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

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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 8, 2013

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

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 8, 2013

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

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, 2013 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 8, 2013

/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.

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, 2013 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 8, 2013

/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.