LOCK-UP AGREEMENT

December 23, 2015

Louise Proulx (the "Securityholder")

In consideration of DiagnoCure Inc. (the "Seller") and Gen-Probe Incorporated (the "Buyer") entering into an asset purchase agreement (the "Purchase Agreement") dated the date hereof pursuant to which the Buyer will acquire certain assets of the Seller (the "Transaction"), this lock-up agreement (this "Agreement") sets out the terms on which the Securityholder undertakes to support the Transaction and to take certain actions and do certain things in respect of the Transaction.

All capitalized terms used in this Agreement that are not defined herein and that are defined in the Purchase Agreement shall have the respective meanings ascribed to them in the Purchase Agreement. For the purposes of this Agreement "Subject Shares" means that number of Common Shares set forth on the Securityholder's signature page attached to this Agreement, being all of the Common Shares (or securities convertible into Common Shares) owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly.

This Agreement confirms the Securityholder's agreement to vote (or cause to be voted) all of the Subject Shares that the Securityholder owns (or over which the Securityholder exercises control or direction) in favour of the Special Resolution at any meeting of Shareholders called to approve the Transaction or any adjournment thereof.

ARTICLE 1
COVENANTS

1.1 Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of the Buyer that, from the date hereof until the termination of this Agreement in accordance with Article 3:

(a) at any meeting of shareholders called to vote upon the Special Resolution or any of the transactions contemplated by the Purchase Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to the Special Resolution or any of the transactions contemplated by the Purchase Agreement is sought, the Securityholder shall cause all of its Subject Shares to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) all of its Subject Shares:

(i) in favour of the approval of the Special Resolution and of the Transaction; and

(ii) in favour of any other matter that could reasonably be expected to facilitate the Transaction;

(b) the Securityholder agrees not to directly or indirectly:

(i) sell, transfer, assign, grant an interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "Transfer"), or enter into any agreement, option or other arrangement (including any profit sharing arrangement) with respect to the Transfer of, any of its Subject Shares to any Person; provided, however, that the Securityholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Shares to a Related Person provided that such Related Person enters into an agreement with the Buyer on the same terms as this Agreement, or otherwise agrees with the Buyer to be bound by the provisions hereof or if otherwise consented to by the Buyer. For the purposes hereof, "Related Person" means:

(A) a spouse, parent, grandparent, brother, sister or child of the Securityholder;

(B) a company or family trust if all the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the Persons referred to in Section 1.1(b)(i)(A); or

(C) an "associate" within the meaning of the *Securities Act* (Québec); or

(ii) as it relates to the Special Resolution, grant or agree to grant any proxies, other right to vote or power of attorney, deposit any of its Subject Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Shares;

(iii) (A) solicit, assist, initiate, knowingly encourage or knowingly facilitate (including by way of discussion, negotiation, furnishing information, or entering into any form of agreement, arrangement or understanding) any inquiries, proposals or offers regarding any Acquisition Proposal,

(B) engage or participate in any discussions or negotiations regarding, or provide any confidential information with respect to or otherwise cooperate with any Person or group or any agent or Representative of any Person (other than the Buyer and its Representatives) regarding any Acquisition Proposal or potential Acquisition Proposal,

(C) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

(D) provide any confidential information relating to the Seller to any Person or group in connection with any Acquisition Proposal, or

(E) otherwise co-operate in any way with any effort or attempt by any other Person or group to do or seek to do any of the foregoing;

(c) the Securityholder shall, in its capacity as a holder of Subject Shares, not take any action of any kind, directly or indirectly, that is intended or which might reasonably be expected to, or regarded as likely to, reduce the success of, or impede, delay, postpone, discourage or interfere with the completion of the Transaction;

(d) the Securityholder shall not exercise any rights of dissent or appraisal in respect of any resolution approving the Transaction, including the Special Resolution;

(e) the Securityholder shall, if any of the Subject Shares are or become held through a corporation or trust over which the Securityholder has control, as defined in the Act (either alone or in conjunction with any other Person), act, vote and exercise its power and authority to ensure that this Agreement is complied with by such corporation or trust so long as this Agreement remains in effect; and

(f) no later than ten (10) Business Days prior to the date of the Seller Meeting:

(i) if the Securityholder is the holder of record of the Subject Shares, the Securityholder shall deliver or cause to be delivered to the Seller, with a copy to the Buyer concurrently, a duly executed proxy or proxies in respect of the Subject Shares directing the holder of such proxy or proxies to vote in favour of the Transaction, including the Special Resolution and any other matter that could reasonably be expected to facilitate the Transaction; and

(ii) if the Securityholder is the beneficial owner of the Subject Shares but not the holder of record of the Subject Shares, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in the Subject Shares, with a copy to the Buyer concurrently, instructing that the Subject Shares be voted at the Seller Meeting in favour of the Transaction, including the Special Resolution and any other matter that could reasonably be expected to facilitate the Transaction. Such proxy or proxies shall name those individuals as may be designated by the Seller in the Seller Circular and such proxy or proxies or voting instructions shall not be revoked without the written consent of the Buyer.

1.2 Other Common Shares

If the Securityholder acquires any additional Common Shares following the date hereof, whether by purchase or upon the exercise of any securities that are convertible or exchangeable for Common Shares, including pursuant to the exercise of any options, the Securityholder

acknowledges that such additional Common Shares shall be deemed to be Subject Shares for purposes of this Agreement and the Securityholder shall abide by the terms of this Agreement in respect of such Common Shares.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to, and covenants with, the Buyer as follows, and acknowledges that the Buyer is relying upon such representations, warranties and covenants in entering into this Agreement and the Purchase Agreement, that:

(a) the Securityholder has the necessary legal capacity and authority to own the Subject Shares and to carry out its obligations hereunder;

(b) this Agreement constitutes a legal, valid and binding agreement of it enforceable against the Securityholder in accordance with its terms, subject only to any limitation under applicable laws, including, to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(c) the Securityholder is either (i) the legal and beneficial owner of record, or (ii) the beneficial owner exercising control and direction over, but not the holder of record, of the Subject Shares, with good and marketable title thereto, free and clear of any and all Encumbrances;

(d) the Subject Shares constitute all of the Common Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly;

(e) the execution and delivery of, and performance by the Securityholder of its obligations under, this Agreement, the completion of the transactions contemplated by this Agreement or the Transaction pursuant to the Purchase Agreement, and the performance of the Securityholder's obligations thereunder, do not and will not require any consent or other actions by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any agreement or instrument to which the Securityholder is a party or pursuant to which any of the Securityholder's assets or property may be affected or result in the violation of any applicable Law;

(f) the Securityholder has the sole and exclusive right to enter into this Agreement and to vote the Subject Shares in favor of the Transaction as contemplated herein; none of the Subject Shares is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement or instrument with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;

(g) there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Securityholder, threatened against the Securityholder or its affiliates that, individually or in the aggregate, would adversely affect in any manner the ability of the Securityholder to enter into this Agreement and to perform its obligations hereunder; and

(h) there are no discussions or negotiations with any Person or group or any agent or representative of any Person or group conducted before the date of this Agreement with respect to any Acquisition Proposal.

2.2 Representations and Warranties of the Buyer

The Buyer hereby represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying upon such representations and warranties) that:

(a) the Buyer is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) the Buyer has all necessary corporate power and authority to execute and deliver this Agreement;

(c) this Agreement constitutes a legal, valid and binding agreement of the Buyer enforceable against the Buyer in accordance with its terms, subject only to any limitation under applicable laws, including, to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity;

(d) no material consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity is required to be obtained by the Buyer in connection with the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement, and the consummation by it of the Transaction, other than those which are contemplated by the Purchase Agreement, except where the failure to obtain such consent, approval, order, authorization, declaration or filing would, individually or in the aggregate, adversely affect in any manner the ability of the Buyer to enter into this Agreement and to perform its obligations hereunder; and

(e) to the knowledge of the Buyer, as of the date hereof, there are no legal proceedings in progress or pending before any Governmental Entity, or threatened against the Buyer or any of their affiliates that, individually or in the aggregate, would adversely affect in any manner the ability of the Buyer to enter into this Agreement and to perform its obligations hereunder.

ARTICLE 3
TERMINATION

3.1 Termination

(a) This Agreement shall automatically terminate upon the earlier of:

(i) the Closing Time;

(ii) the termination, for any reason, of the Purchase Agreement in accordance with its terms; or

(iii) the mutual consent in writing of the parties hereto.

(b) This Agreement may be terminated by the Securityholder if any representation or warranty of the Buyer under this Agreement is untrue or incorrect in any material respect and is not cured within 10 days of a notice being provided to the Buyer.

3.2 Effect of Termination

If this Agreement is terminated as provided in Section 3.1 above, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability on the part of any party hereto, provided that the foregoing shall not relieve any party from any liability for any breach of this Agreement arising prior to such termination.

ARTICLE 4
GENERAL

4.1 Disclosure

Each of the Securityholder and the Buyer hereby consents to the disclosure of the substance of this Agreement in any press release or any circular, including the Seller Circular, relating to the Seller Meeting and the filing of this Agreement as required pursuant to applicable Law.

Except as set forth above or as required by applicable Laws, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Transaction without the prior written approval of the Buyer. The Securityholder agrees to consult with the Buyer prior to issuing each public announcement or statement with respect to this Agreement or the Transaction, subject to the overriding obligations of applicable Law.

4.2 Ownership Retained

Nothing contained in this Agreement shall be deemed to vest in the Buyer any direct or indirect ownership or incidence of ownership of or with respect to any securities addressed herein.

4.3 Notices

All notices, consents, requests, demands, waivers and other communications hereunder will be deemed to have been duly given and made, if in writing and if served by personal delivery upon the party for whom it is intended or delivered, or if sent by facsimile or electronic mail, upon receipt of confirmation that the transmission has been received, to the Person at the address set forth below, or any other address as may be designated in writing hereafter, in the same manner, by that Person:

(a) if to the Buyer:

10210 Genetic Center Drive
San Diego, CA 92121
U.S.A.

Attention: Legal Department
Tel. No.: 858-410-8000
Facsimile No.: 858-410-8637
E-mail: [redacted]@hologic.com

(b) if to the Securityholder, to the address of the Securityholder indicated on the signature page to this Agreement,

with a copy (which shall not itself constitute notice) to:

Louise Proulx
[redacted]

Attention: Louise Proulx
Tel. No.: [redacted]
Facsimile No.:
E-mail:

4.4 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated and the parties hereto will negotiate in good faith to modify the Agreement to preserve each party's anticipated benefits under the Agreement.

4.5 Assignment

Neither this Agreement nor any right or obligation under this Agreement may be assigned by either party without the prior written consent of the other party; provided, however, that this

Agreement may be assigned by the Buyer without the consent of the Securityholder to an Affiliate of the Buyer for the sole purpose of the implementation of the Transaction.

4.6 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein. Each party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Québec in respect of all matters arising under or in relation to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts.

4.7 Binding Effect

This Agreement and the Transaction will be binding upon and will enure to the benefit of each of the parties hereto and their respective successors and permitted assigns.

4.8 Amendments; Waivers

This Agreement may not be modified, amended, altered or supplemented except in the manner contemplated herein and upon the execution and delivery of a written agreement executed by both parties. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

4.9 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto.

4.10 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence.

4.11 Further Assurances

The Buyer and the Securityholder hereby agree that each will promptly furnish to the other any further documents and take or cause to be taken any further action as may reasonably be required in order to give effect to this Agreement and the Transaction. The parties hereto each agree to execute and deliver any instruments and documents as the other party hereto may reasonably require in order to carry out the intent of this Agreement.

4.12 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile, pdf (via electronic

mail) or similar executed electronic copy of this Agreement, and such copy shall be legally effective to create a valid and binding agreement between the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

GEN-PROBE INCORPORATED

By: *(s) Robert W. McMahon*
Name: Robert W. McMahon
Title: President

Agreed and accepted as of December 23, 2015

LOUISE PROULX

(Print Name of Securityholder)

[redacted]

(s) Louise Proulx

Witness

Signature of Securityholder or Authorized Signatory

(Place of Residency)

Address: [redacted]

[redacted]

Telephone: [redacted]

Facsimile: [redacted]

email: [redacted]

54,695

(Number of Common Shares Held)