

Execution Counterpart

NOMINATION AND STANDSTILL AGREEMENT

Nomination and Standstill Agreement (this “**Agreement**”), dated March 23, 2017, by and among the persons listed on Schedule A (collectively, the “**PL Capital Group**”, and individually a “**Member**” of the PL Capital Group), BNCCORP, INC. (the “**Company**”), and Michael M. Vekich (“**Vekich**”), in his capacity as the PL Capital Designee (as defined below). The Company, the PL Capital Group and Mr. Vekich are each referred to herein as a “Party” and collectively, as the “Parties.”

WHEREAS, the PL Capital Group currently beneficially owns 334,300 shares of the common stock, par value \$.01 per share, of the Company (the “**Common Stock**”), which represents approximately 9.7% of the outstanding shares of Common Stock reported by the Company in its Quarterly Report for the quarter ended September 30, 2016.

WHEREAS, on December 23, 2016, the PL Capital Group delivered a letter to the Company, giving notice (the “**Nomination Notice**”) of its intent to nominate Vekich for election to the Board of Directors of the Company (the “**Board**”) at the Company’s 2017 Annual Meeting of Stockholders (the “**2017 Annual Meeting**”).

WHEREAS, the Board has considered the qualifications of Vekich (the “**PL Capital Designee**”) and conducted such review as they have deemed appropriate.

WHEREAS, the Board has determined that it is in the best interests of the Company to appoint the PL Capital Designee to the Board and nominate the PL Capital Designee to the Board for election at the 2017 annual meeting of shareholders of the Company (the “**2017 Annual Meeting**”) for a term expiring at the Company’s 2020 Annual Meeting of Shareholders on the terms set forth in this Agreement.

WHEREAS, the Parties have determined to come to an agreement with respect to the composition of the Board and certain other matters, as provided in this Agreement.

NOW, THEREFORE, in consideration of and reliance upon the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Board Representation.**

(a) The Company agrees that effective as of the date hereof, the Company shall take all action necessary pursuant to Section 3.1 of the Bylaws of the Company and Section 223(a)(i) of Delaware General Corporation Law (the “**DGCL**”), to appoint the PL Capital Designee to the Board for a term to expire at the Company’s 2017 Annual Meeting.

(b) The PL Capital Group hereby irrevocably withdraws the Nomination Notice with immediate effect.

(c) Subject to Section 1(f), and unless the PL Capital Designee has resigned (or, if the PL Capital Designee is not then a director of the Company, could have been required to resign if the PL Capital Designee were then a director of the Company) pursuant to Section 1(d) or refused to serve as a director of the Company, the Board shall (i) at the 2017 Annual Meeting, nominate the PL Capital Designee for election as a director of the Company for a term expiring at the Company's 2020 Annual Meeting of Stockholders, together with the other persons so nominated for the same term of office on the Company's slate in the Company's proxy statement or proxy card for such annual meeting, (ii) recommend that the stockholders of the Company vote to elect the PL Capital Designee as a director of the Company at the 2017 Annual Meeting, and (iii) solicit proxies for the election of the PL Capital Designee as a director of the Company at the 2017 Annual Meeting in the same manner as it does for all the other members of the Company's slates. Subject to compliance with applicable laws and regulations, and to the extent consistent with the treatment of other members of the Board, the Board shall consult with the PL Capital Designee regarding the appointment of the PL Capital Designee to one or more committees of the Board, with the understanding that the intent of the parties is that the PL Capital Designee shall be considered for membership on committees of the Board in a similar manner to other members of the Board.

(d) At any time while serving as a member of the Board, the PL Capital Designee shall resign as a member of the Board and as a member of any committee of the Board on which he then sits immediately at the written request of the Board (i) if the PL Capital Group does not own, in the aggregate, shares of Common Stock equal to at least 5.0% of the outstanding shares of Common Stock (based on the number of shares of Common Stock most recently identified by the Company as outstanding in (x) the most recent Annual Report or Quarterly Report of the Company available on the website of the OTC Markets Group, (y) a written notice by the Company to the PL Capital Group) or (ii) if the Board (acting through a resolution of a majority of its members) determines that any Member of the PL Capital Group or the PL Capital Designee has materially breached the terms of this Agreement and has failed to cure such breach within 15 calendar days following written notice from the Company to such Member or the PL Capital Designee describing such breach in reasonable detail or (iii) upon the termination of the Covered Period (as defined in Section 5(a)).

(e) During the Covered Period (as defined in Section 5(a)), each Member of the PL Capital Group shall, and shall cause each "affiliate" and "associate" (as such terms are defined in Rule 12b-2 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of such Member of the PL Capital Group (collectively and individually the "**PL Capital Affiliates**") to, cause all shares of Common Stock beneficially owned, directly or indirectly, by it to be present for quorum purposes and to be voted at any meeting of stockholders (including the 2017 Annual Meeting and any special meeting of stockholders) or at any adjournments or postponements thereof, and to consent in connection with any action by consent in lieu of a meeting, (i) in favor of each director nominated and recommended by the Board for election at any such meeting, (ii) withheld with respect to any stockholder nominations for director that are not approved and recommended by the Board for election at any such

meeting, (iii) against any proposals or resolutions to remove any member of the Board and (iv) in accordance with the Board's recommendation for each other proposal.

(f) As a condition to the PL Capital Designee's nomination for election to the Board at the 2017 Annual Meeting, the PL Capital Group and the PL Capital Designee agree to provide to the Company information required to be disclosed for directors, candidates for directors and their affiliates and representatives in a proxy statement or other filings under applicable laws, regulations or stock exchange rules or listing standards, information in connection with assessing the eligibility, independence and other criteria applicable to directors and information on compliance with applicable laws or regulations, in each case, to the extent such information is being requested of all directors of the Company, including a fully completed copy of the Company's director questionnaire in the form provided to all directors of the Company and such other information as reasonably requested by the Company from time to time with respect to the PL Capital Group and the PL Capital Designee.

(g) The PL Capital Designee shall, at all times while serving as a member of the Board (i) meet all director independence standards of the Company and, if applicable with respect to service on the Board, The NASDAQ Stock Market and the Exchange Act, including the rules and regulations promulgated thereunder, (ii) with respect to service on the Board, be qualified to serve as a director under the DGCL and the Company's Bylaws, and (iii) comply with the Clayton Antitrust Depository Institution Management Interlocks Act and the rules and regulations promulgated thereunder.

(h) At all times while serving as a director of the Company, the PL Capital Designee will receive the same benefits of directors' and officers' insurance and any indemnity and exculpation arrangements available generally to the other non-executive members of the Board and the same compensation and other benefits for his service as a director as the compensation and other benefits received by the other non-executive members of the Board.

(i) Except as set forth in this Section 1(i), at all times while serving as a member of the Board, the PL Capital Designee shall comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to members of the Board (as each may be amended from time to time for all directors). Upon the request of the PL Capital Designee, the Company shall make available to the PL Capital Designee copies of all such policies, procedures, processes, codes, rules, standards and guidelines that are in writing and in effect as of the date of such request. At all times while the PL Capital Designee is serving as a member of the Board (i) the PL Capital Designee shall not disclose to the PL Capital Group, any PL Capital Affiliate or any Third Party (as defined in Section 2(a)(iii)) any confidential information of the Company or BNC National Bank, and (ii) each Member of the PL Capital Group shall not, and shall cause the PL Capital Affiliates not to, seek to obtain confidential information of the Company or BNC National Bank from the PL Capital Designee.

(j) If the PL Capital Designee is elected as a director of the Company at the 2017 Annual Meeting and thereafter, during the Covered Period, the PL Capital Designee

is unable or ceases to serve on the Board due to the PL Capital Designee's death, disability or resignation (other than a resignation pursuant to Section 1(d)), then (x) the PL Capital Group shall have the right to recommend a substitute person to fill the resulting vacancy and (y) the Board shall promptly appoint such replacement director to the Board (any such replacement director appointed in accordance with this Section 1(j) shall thereafter be deemed a "PL Capital Designee" under this Agreement); provided that such replacement shall (i) satisfy the conditions set forth in Section 1(g), (ii) meet the standards and criteria applied by the Company in nominating and appointing directors, (iii) have relevant financial and business experience, (iv) be mutually satisfactory to the PL Capital Group and the Board, provided that the approval of the Board shall not be unreasonably withheld or delayed, and (v) if not a party hereto, execute and deliver a joinder to this Agreement and agree to be bound by the terms hereof applicable to the PL Capital Designee; provided, further, that the appointment of any replacement director pursuant to this Section 1(j) shall be subject to the Board's exercise of its fiduciary duties and satisfactory completion of its customary due diligence process (including its review of a questionnaire for directors and director nominees, a background check and interviews).

2. Standstill.

(a) During the Covered Period (unless specifically otherwise requested in writing by the Company, acting through a resolution of a majority of the Company's directors), each Member of the PL Capital Group shall not, and shall cause each PL Capital Affiliate not to (except as expressly set forth in this Agreement), directly or indirectly, in any manner, alone or in concert with others:

(i) (A) acquire, offer or agree to acquire, or acquire rights to acquire (except by way of stock dividends or other distributions or offerings made available to holders of voting securities of the Company generally on a pro rata basis), directly or indirectly, whether by purchase, tender or exchange offer, through the acquisition of control of another person, by joining a group, through swap or hedging transactions or otherwise, any voting securities of the Company or any voting rights decoupled from the underlying voting securities which would result in the ownership, control or other beneficial ownership interest in more than 9.99% of the then-outstanding shares of the Common Stock in the aggregate; (B) knowingly sell, offer or agree to sell, all or substantially all, through swap or hedging transactions or otherwise, the voting securities of the Company or any voting rights decoupled from the underlying voting securities held by the PL Capital Group to any person who is not identified on Schedule A as a Member of the PL Capital Group or a PL Capital Affiliate (any such person, a **"Third Party"**) which would result in such Third Party having any beneficial ownership interest of 5.0% or more of the then-outstanding shares of Common Stock (except for mutual funds, pension funds or index funds with no known history of activism), or (C) engage in any short sale or any purchase, sale or grant of any option, warrant, convertible security, stock appreciation right or other similar right (including, without limitation, any put or call option or "swap transaction") with respect to any security (other than a broad-based market basket or index) that

includes, relates to or derives any significant part of its value from a decline in the market price of value of the securities of the Company;

(ii) make, engage in, or in any way participate in, directly or indirectly, any “**solicitation**” of “**proxies**” (as such terms are defined in or used under the Exchange Act and Regulation 14A thereunder) or consents to vote, or seek to advise, encourage or influence (including, for the avoidance of doubt, by encouraging or participating in any “withhold” or similar campaign) any person with respect to the voting of any securities of the Company or any securities convertible or exchangeable into or exercisable for any such securities (collectively, “**securities of the Company**”) with respect to the election or removal of directors or stockholder proposals, or become a “**participant**” (as such term is defined in or used under the Exchange Act and Regulation 14A thereunder) in any contested solicitation for the election of directors with respect to the Company (other than a solicitation or acting as a participant in support of all of the nominees of the Board at any stockholder meeting) or make, be the proponent of or cause any person to initiate any stockholder proposal pursuant to Rule 14a-8 under the Exchange Act, the Company’s Bylaws or otherwise;

(iii) form, join, encourage, influence, advise or in any way participate in any group (within the meaning of Section 13(d)(3) under the Exchange Act) with any person who is not identified on Schedule A as a Member of the PL Capital Group or a PL Capital Affiliate (any such person, a “**Third Party**”) with respect to any securities of the Company or otherwise in any manner agree, attempt, seek or propose to deposit any securities of the Company in any voting trust or similar arrangement, or subject any securities of the Company to any arrangement or agreement with respect to the voting thereof;

(iv) consciously work in parallel, or otherwise participate in a joint activity or course of action, with any Third Party (other than the Company or any of its officers or directors) toward acquiring control or otherwise exercising a controlling influence over the management and policies of the Company, whether or not pursuant to an express agreement;

(v) effect or seek to effect, offer or propose to effect, cause or participate in, or in any way assist or facilitate any other person to effect or seek, offer or propose to effect or participate in, any tender or exchange offer, merger, consolidation, acquisition, scheme, arrangement, business combination, recapitalization, reorganization, sale or acquisition of assets, liquidation, dissolution or other extraordinary transaction involving the Company or any of its subsidiaries or any of their respective securities (each, an “**Extraordinary Transaction**”), or make any public statement with respect to an Extraordinary Transaction;

(vi) (A) call, seek to call or request the call of any meeting of stockholders, including by written consent, (B) seek representation on, or nominate any candidate to, the Board, except as specifically set forth in Section 1,

(C) seek the removal of any member of the Board, (D) solicit consents from stockholders or otherwise act or seek to act by written consent, (E) conduct a referendum of stockholders, or (F) make a request for any stockholder list or other books and records of the Company, whether pursuant to the DGCL, the Company's Bylaws or otherwise;

(vii) except in connection with the enforcement of this Agreement or passive participation as a class member in any class action (which, for the avoidance of doubt, shall not include participation as a name or lead plaintiff) with respect to any event or circumstance occurring prior to the date of this Agreement, initiate, encourage or participate in any litigation against the Company or any of its subsidiaries or their respective directors or officers, or in any derivative litigation on behalf of the Company, except for testimony in any legal proceeding that may be required by law;

(viii) take any action in support of or make any proposal or request that constitutes: (A) advising, controlling, changing or influencing the Board or management of the Company, including any plans or proposals to change the number or term of directors, the removal of any directors, or to fill any vacancies on the Board, (B) any material change in the capitalization, stock repurchase programs and practices or dividend of the Company, (C) any other material change in the Company's management, business or corporate structure, (D) seeking to have the Company waive or make amendments or modifications to the Company's Certificate of Incorporation, Bylaws or that certain Rights Agreement dated as of May 30, 2001 as amended by that certain First Amendment to Rights Agreement dated May 29, 2011, or other actions that may impede or facilitate the acquisition of control of the Company by any person, or (E) causing a class of securities of the Company to be delisted from, or to cease to be authorized to be quoted on, any securities exchange; provided however, that this Section 2(a)(viii) shall not preclude any Member of the PL Capital Group or any PL Capital Affiliate from privately communicating directly with the Chief Executive Officer of the Company regarding their views as shareholders on the Company's management, business, financial performance, corporate structure or governance provided that such communications are and remain nonpublic and confidential, could not reasonably be expected by the Company to require public disclosure by any party hereto and are not prohibited by applicable law or regulation;

(ix) make any public disclosure, announcement or statement regarding any intent, purpose, plan or proposal with respect to the Board, the Company, any subsidiary of the Company, the Company's officers or directors, policies or affairs, any securities of the Company, the Company's assets or this Agreement that is inconsistent with the provisions of this Agreement;

(x) enter into any negotiations, agreements or understandings with any Third Party with respect to any of the foregoing, or advise, assist, knowingly encourage or seek to persuade any Third Party to take any action or make any

statement with respect to any of the foregoing, or otherwise take or cause any action or make any statement inconsistent with any of the foregoing; or

(xi) make or in any way advance any request or proposal to amend, modify or waive any provision of this Agreement other than in a nonpublic and confidential manner and which nonpublic and confidential request could not reasonably be expected by the Company to require public disclosure by any party hereto.

(b) Nothing in this Section 2 shall limit the PL Capital Designee, during the term of any service as a director of the Company, from taking actions solely in the PL Capital Designee's capacity as a director of the Company (including voting on any matter submitted for consideration by the Board, participating in deliberations or discussions of the Board and making suggestions or raising issues to the Board; provided that the PL Capital Designee does not breach any applicable fiduciary duty) and complying with applicable fiduciary duties and requirements under applicable law for compliance therewith by the members of the Board, including requirements with respect to the disclosure or other treatment of conflicts of interest and similar circumstances, so long as such actions are consistent with the PL Capital Designee's obligations and representations under the other Sections of this Agreement.

For purposes of this Agreement the terms "**person**" or "**persons**" shall mean any individual, corporation (including any not-for-profit corporation), general or limited partnership, limited liability or unlimited liability company, joint venture, estate, trust, association, organization or other entity of any kind or nature.

3. Representations of the Company. The Company represents and warrants as follows: (a) the Company has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, and (b) this Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company and is enforceable against the Company in accordance with its terms except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the right of creditors and subject to general equity principles.

4. Representations of the PL Capital Group. Each Member of the PL Capital Group, jointly and severally, represents and warrants as follows: (a) each Member of the PL Capital Group has the power and authority to execute, deliver and carry out the terms and provisions of this Agreement and to consummate the transactions contemplated hereby, (b) this Agreement has been duly and validly authorized, executed and delivered by each Member of the PL Capital Group, constitutes a valid and binding obligation and agreement of each Member of the PL Capital Group and is enforceable against each Member of the PL Capital Group in accordance with its terms except as enforcement thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws generally affecting the right of creditors and subject to general equity principles, (c) the PL Capital Group, together with the PL Capital Affiliates, beneficially owns, directly or indirectly, an aggregate of

334,300 shares of Common Stock and such shares of Common Stock constitute all of the Common Stock beneficially owned by the PL Capital Group and the PL Capital Affiliates or in which the PL Capital Group or the PL Capital Affiliates have any interest or right to acquire, whether through derivative securities, voting agreements or otherwise and owns no Synthetic Equity Interests or any Short Interests in the Company, (d) the PL Capital Designee satisfies the conditions set forth in Section 1(g), (e) none of the PL Capital Group or any PL Capital Affiliate has formed, or has any present intent to form, a group (within the meaning of Section 13(d)(3) under the Exchange Act) with any Third Party in relation to the Company or securities of the Company and (f) none of the PL Capital Group or any PL Capital Affiliate has consciously worked in parallel, or otherwise participated in a joint activity or course of action, with any Third Party (other than the Company or any of its officers or directors) toward acquiring control or otherwise exercising a controlling influence over the management and policies of the Company, whether or not pursuant to an express agreement.

For purposes of this Agreement, (a) the term “**Short Interests**” means any agreement, arrangement, understanding or relationship, including any repurchase or similar so-called “stock borrowing” agreement or arrangement, engaged in, directly or indirectly, by such person, the purpose or effect of which is to mitigate loss to, reduce the economic risk (of ownership or otherwise) of shares of any class or series of the Company’s equity securities by, manage the risk of share price changes for, or increase or decrease the voting power of, such person with respect to the shares of any class or series of the Company’s equity securities, or which provides, directly or indirectly, the opportunity to profit from any decrease in the price or value of the shares of any class or series of the Company’s equity securities; and (b) the term “**Synthetic Equity Interests**” means any derivative, swap or other transaction or series of transactions engaged in, directly or indirectly, by such person, the purpose or effect of which is to give such person economic risk similar to ownership of equity securities of any class or series of the Company, including due to the fact that the value of such derivative, swap or other transactions are determined by reference to the price, value or volatility of any shares of any class or series of the Company’s equity securities, or which derivative, swap or other transactions provide, directly or indirectly, the opportunity to profit from any increase in the price or value of shares of any class or series of the Company’s equity securities, without regard to whether (i) the derivative, swap or other transactions convey any voting rights in such equity securities to such person; (ii) the derivative, swap or other transactions are required to be, or are capable of being, settled through delivery of such equity securities; or (iii) such person may have entered into other transactions that hedge or mitigate the economic effect of such derivative, swap or other transactions.

5. Term.

(a) This Agreement is effective as of the date hereof and shall remain in full force and effect for the period (the “**Covered Period**”) commencing on the date hereof and ending on the date that is thirty (30) days prior to the expiration of the notice period specified in the Company’s Bylaws related to nominations of directors at the 2019 annual meeting of stockholders of the Company; provided that if a Non-Election Date (as defined below) occurs, either the Company or the PL Capital Group may terminate this Agreement on written notice to the other parties hereto, and this Agreement shall terminate, and the Covered Period shall end, on the date on which such notice is deemed

to be given in accordance with Section 9; and provided, further, that if (i) the Company has materially breached the terms of this Agreement and has failed to cure such breach within 15 calendar days following written notice from the PL Capital Group to the Company describing such breach in reasonable detail or (ii) any Member of the PL Capital Group has materially breached the terms of this Agreement and has failed to cure such breach within 15 calendar days following written notice from the Company to such Member of the PL Capital Group describing such breach in reasonable detail, then the PL Capital Group (in the case of any breach by the Company) or the Company (in the case of any breach by any Member of the PL Capital Group) may terminate this Agreement on written notice to the other parties hereto, and this Agreement shall terminate, and the Covered Period shall end, on the date on which such notice is deemed to be given in accordance with Section 9.

The term “**Non-Election Date**” means the day following the 2017 Annual Meeting, as the case may be, if the PL Capital Designee is not elected at such meeting; provided that a Non-Election Date will not result if (i) the nomination of the PL Capital Designee in connection with the 2017 Annual Meeting, as the case may be, is not required by this Agreement, or (ii) the failure to elect the PL Capital Designee results from the PL Capital Designee’s refusal to serve as a director of the Company or the PL Capital Designee’s inability to serve as a director of the Company due to the PL Capital Designee’s death or disability.

(b) The provisions of Section 7 through Section 13 shall survive the termination of this Agreement. The termination pursuant to Section 5(a) shall not relieve any party hereto from liability for any breach of this Agreement prior to such termination.

6. Public Announcement and SEC Filing.

(a) No later than the next business day following the execution and delivery of this Agreement, the Company shall issue the press release in the form attached hereto as Exhibit A (the “**Press Release**”).

(b) The Company and the PL Capital Group shall not, and shall cause their respective affiliates (including, for the avoidance of doubt, the PL Capital Affiliates) and representatives not to, (i) prior to the issuance of the Press Release, issue any press release or public announcement regarding this Agreement without the prior written consent of the other parties hereto, and (ii) during the Covered Period, make any public statement, disclosure or announcement with respect to this Agreement or the actions contemplated hereby that is inconsistent with the Press Release, except as required by applicable law or regulation, pursuant to the rules or listing standards of any stock exchange or with the prior written consent of the other party.

(c) Each of the Company, the Members of the PL Capital Group, and the PL Capital Designee covenants and agrees that neither it nor any of its respective subsidiaries, affiliates (including, for the avoidance of doubt, with respect to the PL Capital Group, the PL Capital Affiliates), successors, assigns, officers, key employees or directors shall in any way disparage (or cause to be disparaged), attempt to discredit, make derogatory statements with respect to, or otherwise call into disrepute, the other

parties to this Agreement or such other parties' subsidiaries, affiliates, successors, assigns, officers (including any current, future or former officer of a party or a party's subsidiaries), directors (including any current, future or former director of a party or a party's subsidiaries), employees, agents, attorneys or representatives, or any of their practices, procedures, business operations, products or services, in any manner. The restrictions in this Section 6(c) shall not (i) apply in any compelled testimony or production of information, whether by legal process, subpoena or as part of a response to a request for information from any governmental authority with jurisdiction over the party from whom information is sought, in each case, to the extent required or (ii) prohibit any person from reporting possible violations of federal law or regulation to any governmental authority pursuant to Section 21F of the Exchange Act or Rule 21F promulgated thereunder.

7. Specific Performance; Forum; Choice of Law. The parties agree that irreparable damage would occur in the event any of the provisions of this Agreement were not performed in accordance with the terms hereof and that such damage would not be adequately compensable in monetary damages. Accordingly, the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement exclusively in the United States District Court for the District of Minnesota located in Minneapolis, Minnesota or the courts of the State of Minnesota located in Hennepin County (collectively, the "**Minnesota Courts**"), in addition to any other remedies at law or in equity, and each party agrees it will not take any action, directly or indirectly, in opposition to the party seeking relief on the grounds that any other remedy or relief is available at law or in equity. Each of the parties hereto agrees to waive any bonding requirement under any applicable law, in the case any other party seeks to enforce the terms of this Agreement by way of equitable relief. Furthermore, each of the parties hereto irrevocably (a) consents to submit itself to the personal jurisdiction of the Minnesota Courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from the Minnesota Courts, (c) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the Minnesota Courts, (d) waives the right to trial by jury, and (e) consents to service of process by the United States Postal Service or a reputable overnight mail delivery service, in each case, signature requested, to the address set forth in Section 9 of this Agreement or as otherwise provided by applicable law. THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING WITH RESPECT TO VALIDITY, INTERPRETATION, EFFECT AND ENFORCEMENT, BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO THE CHOICE OF LAW PRINCIPLES THEREOF THAT WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, memoranda, arrangements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof. This Agreement may be amended only by an agreement in writing executed by the parties hereto, and no waiver of compliance with any provision or condition of this Agreement and no consent provided for in this Agreement shall be effective unless evidenced by a written instrument

executed by the party against whom such waiver or consent is to be effective. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

9. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein and all legal process in regard hereto shall be in writing and shall be deemed validly given, made or served, if (a) given by facsimile or email, when such facsimile or email is transmitted to the facsimile number or email address, if any, set forth below and appropriate confirmation is received or (b) if given by any other means, when actually received during normal business hours at the address specified in this Section 9:

If to the Company:

BNCCORP, INC.
222 East Main Avenue
Bismarck, North Dakota 58501
Facsimile: 612-305-2213
Attention: Chief Executive Officer
Corporate Secretary

With a copy (which shall not constitute notice) to:

Kaplan, Strangis and Kaplan, P.A.
5500 Wells Fargo Center
Minneapolis, Minnesota 55402
Facsimile: (612) 379-1143
Attention: James C. Melville

If to Mr. Vekich:

Michael M. Vekich
3924 Natchez Ave. South
St. Louis Park, MN 55416

If to a Member of the PL Capital Group:

c/o PL Capital, LLC
47 East Chicago Ave.
Suite 328
Naperville, Illinois 60540
Facsimile: (630) 848-1342
Attention: John W. Palmer
Richard J. Lashley

With a copy (which shall not constitute notice) to:

Foley & Lardner LLP
321 North Clark Street
Chicago, Illinois 60654
Facsimile: (312) 832-4700
Attention: Phillip M. Goldberg

10. Severability. If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon the legality or enforceability of any other provision of this Agreement.

11. Counterparts. This Agreement may be executed in two or more counterparts either manually or by electronic or digital signature (including by facsimile or email transmission), each of which shall be deemed to be an original and all of which together shall constitute a single binding agreement on the parties, notwithstanding that not all parties are signatories to the same counterpart.

12. No Third Party Beneficiaries; Assignment. This Agreement is solely for the benefit of the parties hereto and is not binding upon or enforceable by any other persons. No party to this Agreement may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. Nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits or remedies under or by reason of this Agreement on any persons other than the parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party.

13. Interpretation and Construction. When a reference is made in this Agreement to a Section, such reference shall be to a Section of this Agreement, unless otherwise indicated. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Whenever the words "include," "includes" and "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "will" shall be construed to have the same meaning as the word "shall." The words "dates hereof" will refer to the date of this Agreement. The word "or" is not exclusive. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. References herein to either gender include the other gender. Any agreement, instrument, law, rule, regulation or statute defined or referred to herein means, unless otherwise indicated, such agreement, instrument, law, rule, regulation or statute as from time to time amended, modified or supplemented. Each of the parties hereto acknowledges that it has been represented by counsel of its choice throughout all negotiations that have preceded the execution and delivery of this Agreement, and that it has executed and delivered the same with the advice of such counsel. Each party cooperated and participated in the drafting and preparation of this Agreement and the documents referred to herein, and any and all drafts relating thereto exchanged among the parties shall be deemed the work product of all of the parties and may not be construed against any party by reason of its drafting or preparation.

Accordingly, any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against any party that drafted or prepared it is of no application and is hereby expressly waived by each of the parties hereto, and any controversy over interpretations of this Agreement shall be decided without regard to events of drafting or preparation.

[Signature Page Follows]

Execution Counterpart

IN WITNESS WHEREOF, each of the parties hereto has executed this Nomination and Standstill Agreement or caused the same to be executed by its duly authorized representative as of the date first above written.

BNCCORP, INC.

By: Timothy J. Franz
Name: Timothy J. Franz
Title: President and CEO

Michael M. Vekich

Curtis Thompson

PL CAPITAL, LLC

By: _____
Name: John W. Palmer
Title: Managing Member

PL CAPITAL ADVISORS, LLC

By: _____
Name: John W. Palmer
Title: Managing Member

FINANCIAL EDGE FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By: _____
Name: John W. Palmer
Title: Managing Member

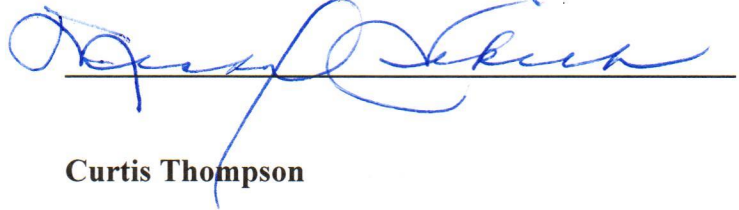
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Title: President and CEO

Michael M. Vekich



Curtis Thompson

PL CAPITAL, LLC

By: _____
Name: John W. Palmer
Title: Managing Member

PL CAPITAL ADVISORS, LLC

By: _____
Name: John W. Palmer
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FINANCIAL EDGE FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By: _____
Name: John W. Palmer
Title: Managing Member

Execution Counterpart

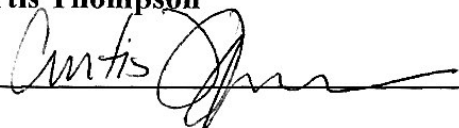
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Title: President and CEO

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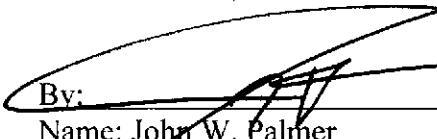
BNCCORP, INC.

By: _____
Name: Timothy J. Franz
Title: President and CEO

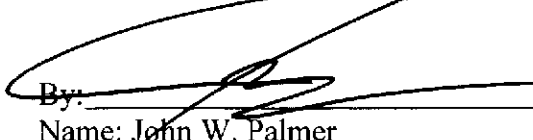
Michael M. Vekich

Curtis Thompson

PL CAPITAL, LLC


By:  _____
Name: John W. Palmer
Title: Managing Member

PL CAPITAL ADVISORS, LLC

By:  _____
Name: John W. Palmer
Title: Managing Member

FINANCIAL EDGE FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By:  _____
Name: John W. Palmer
Title: Managing Member

FINANCIAL EDGE-STRATEGIC FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By: 

Name: John W. Palmer

Title: Managing Member

PL CAPITAL/FOCUSED FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By: 

Name: John W. Palmer

Title: Managing Member

GOODBODY/PL CAPITAL, L.P.

By: GOODBODY/PL CAPITAL, LLC, General Partner

By: 

Name: John W. Palmer

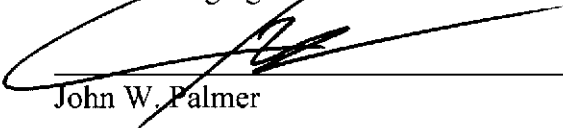
Title: Managing Member

GOODBODY/PL CAPITAL, LLC

By: 

Name: John W. Palmer

Title: Managing Member


John W. Palmer

Richard J. Lashley

FINANCIAL EDGE-STRATEGIC FUND, L.P.

By: PL CAPITAL, LLC, General Partner

By: _____

Name: John W. Palmer

Title: Managing Member

PL CAPITAL/FOCUSED FUND, L.P.

By: PL CAPITAL, LLC, General Partner

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Name: John W. Palmer

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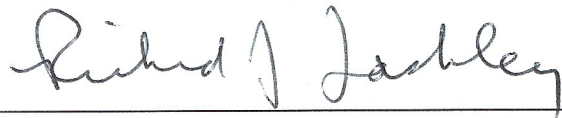
GOODBODY/PL CAPITAL, LLC

By: _____

Name: John W. Palmer

Title: Managing Member

John W. Palmer



Richard J. Lashley

Execution Counterpart

SCHEDULE A

Members of PL Capital Group

PL Capital, LLC

PL Capital Advisors, LLC

Financial Edge Fund, L.P.

Financial Edge-Strategic Fund, L.P.

PL Capital/Focused Fund, L.P.

Goodbody/PL Capital, L.P.

Goodbody/PL Capital, LLC

John W. Palmer

Richard J. Laeshley

Curtis Thompson

EXHIBIT A

See attached.



BNCCORP

NEWS RELEASE

FOR FURTHER INFORMATION:
WEBSITE: www.bnccorp.com

TIMOTHY J. FRANZ, CEO
TELEPHONE: (612) 305-2213

Michael Vekich Joins BNCCORP Board of Directors

- Vekich expected to stand for election at 2017 Annual Meeting
- PL Capital Group Agrees to Support BNC Nominees at 2017 and 2018 Annual Meetings

BISMARCK, ND, March 23, 2017 – BNCCORP, INC. (BNC or the Company) (OTCQX Markets: BNCC), which operates community banks and wealth management businesses in North Dakota, Arizona and Minnesota, and has mortgage banking offices in Illinois, Kansas, Missouri, Minnesota, Arizona and North Dakota, today reported that Michael M. Vekich has joined BNC's Board of Directors and is expected to stand for re-election to BNC's Board of Directors at the Company's 2017 Annual Meeting of Stockholders.

Timothy J. Franz, the BNC's President and Chief Executive Officer, said, "We are looking forward to welcoming Mike to BNC's Board of Directors. He brings extensive business, financial and banking industry experience to the board as the Company continues to focus on growing the value of BNC for its

shareholders. We think that he will be a fine addition to the board as an independent director.”

PL Capital Advisors, LLC and its affiliates (collectively, the “PL Capital Group”), an investment firm which owns approximately 9.7% of the Company’s outstanding stock, had previously provided notice to the Company of its intent to nominate Mr. Vekich for election to the Company’s board of directors at the Company’s 2017 Annual Meeting of Stockholders. The PL Capital Group has agreed to vote its shares in support of all of the Company’s nominees for election at the Company’s 2017 and 2018 Annual Meetings of Stockholders and to abide by certain standstill provisions until 30 days before the end of the notice period for director nominations at the 2019 Annual Meeting of Stockholders. Under certain circumstances, the agreement may be terminated before that date. The complete agreement between BNC and PL Capital will be posted on the Company’s website at www.bnccorp.com.

About Michael M. Vekich:

Mr. Vekich is the chief executive officer of Vekich Chartered, management advisors specializing in strategic planning, and was from 2000-2010 Executive Chairman, President and Chief Executive Officer of Skyline Exhibits, designers of trade show exhibits. In 2016, Mr. Vekich was appointed by the Governor of Minnesota to serve as Acting Director of the Minnesota State Lottery as it seeks a new director and he is currently Chair of the Board of Trustees of Minnesota State Colleges and Universities.

Mr. Vekich has significant prior experience serving as a board member of a number of banking companies including HF Financial Corp.(Chair) and Tradition Capital Bank. He received a Bachelor of Arts Degree in Accounting and Business Administration from the University of Minnesota and is a Certified Public Accountant.

This news release contains forward-looking statements. Forward looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include the words “believe,” “anticipate,” “intend,” “plan,” “estimate” or words of similar meaning, or future or conditional verbs such as “will,” “would,” “should,” “could,” or “may.”

Forward-looking statements, by their nature, are subject to risks and uncertainties. A number of factors-many of which are beyond the Company’s control-could cause actual results to differ significantly from those described in the forward-looking statements. Therefore, you should not rely on any of these forward-looking statements. In addition, all statements in this press release, including forward-looking statements, speak only as of the date they are made and the Company undertakes no obligation to update any statement in light of new information or future events.