34E924N

3.4 RM

FEATURES

- Excellent adaptability east to west
- Great standability and emergence
- Attractive looking medium-tall line
- This has been around for years for a reason

MANAGEMENT RECOMMENDATIONS

- Getting up there in years but still a highly stable product
- Not a ton of height so maybe not the best product for super heavy soils

AGRONOMIC CHARACTERISTICS

Plant Height	*M*
Plant Type	*SB*
Emergence	*7*
Drought Tolerance	*8*
Lodging	*9*
Soybean Cyst Nematode Resistance (SCN)	*R3, MR14*
Phytophthora Root Rot Gene (PRR)	*NG*
Brown Stem Rot (BSR)	*R*
Flower Color	*Purple*
Pubescence Color	*Gray*
Pod Color	*Tan*
Hilum Color	*Imp. Black*
No-till	*R*
Coarse Texture (CEC<8)	*R*
Medium Texture (CEC 8-14)	*HR*
Fine Texture (CEC> 14)	*HR*

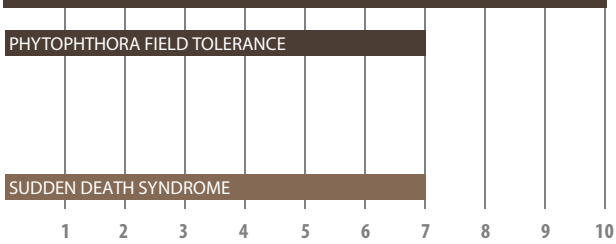
PRODUCT NAME KEY

IMPACT Brand
Product Name Key

35E440NSP

- 35 — Relative Maturity
- E — Technology
- 4 — Year Introduced
- 40 — Defensive Trait
- N — Soybean Cyst Nematode
- S — Sulfonylurea Tolerant Soybean
- P — Peking

DISEASE TOLERANCES



Rating Scale: *10= Superior, 5= Average, 1=Poor*
Plant Height: *S= Short, MS= Medium Short, M= Medium, MT = Medium- Tall, T= Tall*
Plant Type: *B= Bush style; SB= Semi-Bush style; U= Upright style*
Brown Stem Rot: *R= Resistant; MR= Moderately Resistant; MS= Moderately Susceptible; S= Susceptible; NG= Non-gene*
Characteristics: *HR= Highly Recommend, R= Recommend, C = Caution, NA= Not Available, NG= Non-gene*

STS® Sulfonylurea Tolerant Soybeans Peking SCN = Soybean Cyst Nematode

IMPACT®

Exclusively Distributed by Legends Seeds, Inc.

LEGAL

PRODUCT USE STATEMENT: Enlist E3® soybeans contain the Enlist E3 trait that provides crop safety for over-the-top applications of glyphosate, glufosinate and 2,4-D choline herbicides featuring Colex-D® technology when applied according to label directions. 2,4-D products that do not contain Colex-D technology are not authorized for use in conjunction with Enlist E3 soybeans. Following burndown, Enlist Duo® and Enlist One® herbicides with Colex-D® technology are the only herbicides containing 2,4-D that are authorized for preemergence and postemergence use with Enlist® crops. Consult Enlist® herbicide labels for weed species controlled. Enlist Duo and Enlist One herbicides are not registered for use or sale in all states and counties; are not registered in AK, CA, CT, HI, ID, MA, ME, MT, NH, NV, OR, RI, UT, VT, WA and WY; and have additional subcounty restrictions in AL, GA, TN and TX, while existing county restrictions still remain in FL. All users must check "Bulletins Live! Two" no earlier than six months before using Enlist One or Enlist Duo. To obtain "Bulletins," consult epa.gov/espp/, call 1-844-447-3813, or email ESPP@epa.gov. You must use the "Bulletin" valid for the month and state and county in which Enlist One or Enlist Duo are being applied. Contact your state pesticide regulatory agency if you have questions about the registration status of Enlist® herbicides in your area. ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO USE ANY PESTICIDE PRODUCT OTHER THAN IN ACCORDANCE WITH ITS LABELING. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USE IN THE STATE OF APPLICATION. USE OF PESTICIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, 2,4-D-CONTAINING PRODUCTS NOT AUTHORIZED FOR USE WITH ENLIST CROPS, MAY RESULT IN OFF-TARGET DAMAGE TO SENSITIVE CROPS/AREAS AND/OR SUSCEPTIBLE PLANTS, IN ADDITION TO CIVIL AND/OR CRIMINAL PENALTIES. Additional product-specific stewardship requirements for Enlist crops, including the Enlist Product Use Guide, can be found at www.traitstewardship.com.

Not all herbicides are registered for sale or use in all states or counties in the United States or all provinces in Canada. Contact your local regulatory agency to determine if a product is registered for sale or use in your area. Always read and follow label directions.

ACCIDENTAL APPLICATION OF INCOMPATIBLE HERBICIDES TO THIS VARIETY COULD RESULT IN TOTAL CROP LOSS.

YOU MUST SIGN A TECHNOLOGY USE AGREEMENT AND READ THE PRODUCT USE GUIDE PRIOR TO PLANTING.

The technology incorporated into this seed is protected under one or more U.S. patents which can be found at: www.traitstewardship.com.

The transgenic soybean event in Enlist E3® soybeans is jointly developed and owned by Corteva Agriscience and M.S. Technologies, L.L.C. ™® Enlist, Enlist E3, the Enlist E3 logo, and Colex-D are trademarks of Corteva Agriscience and its affiliated companies.

Liberty and LibertyLink are registered trademarks of BASF. GT27 is a registered trademark of M.S. Technologies, L.L.C. and BASF. Please read the LibertyLink® GT27® Soybean Use Restriction Agreement located at: http://www.libertylinkgt27soybeans.com/use-restriction-agreement.

IMPACT IS A TRADEMARK OF M.S. TECHNOLOGIES, L.L.C., WEST POINT, IA.

SEED USE RESTRICTION AGREEMENT

This Seed Use Restriction Agreement (the "Agreement") applies to all users ("User(s)") of the seed ("Seed") contained in this package. If you purchase the Seed, you agree that you and any person or entity, including employees, representatives, contractors and agents thereof, who plant, grow, cultivate or otherwise use the Seed, will abide by these use restrictions. If you open or cause any person or entity to open a package of Seed, you agree that you accept the terms of this Agreement, and you, your employees, representatives, contractors and agents will abide by these use restrictions.

SEED USE AGREEMENT

M.S. Technologies, L.L.C. ("MS TECH") and its suppliers are engaged in the business of developing and supplying for sale various varieties and/or hybrids of Seed. MS TECH and its suppliers have a substantial investment and expended substantial effort in the development and production of this seed, and in the use of subsequent production of Seed. MS TECH and its suppliers have existing contractual relationships with other distributors for the sale of seed and expectations of additional contracts for sale of seed from such distributors in the future. The purchase of the Seed includes a limited license to produce a single crop under MS TECH property rights, including (where applicable) certain U.S. patents which can be found on the package and seed tags.

In consideration of the foregoing, and in consideration of the Seed that User has been sold or otherwise granted the right to use, User hereby acknowledges and agrees that the production from the Seed will be used only for feed or processing, and unless USER has an agreement for such purposes, Seed and plants produced from Seed will not be used or sold for seed, breeding, or any variety or hybrid development or improvement purposes; these restrictions apply to all plants produced from Seed, including without limitation variant and inbred plants and Seed that may be contained in this package or grown from Seed. User acknowledges MS TECH and its suppliers have a proprietary interest in the use of subsequent production from the Seed, and agrees it would be a violation of this Agreement to allow the subsequent production of the Seed to be used to create any seed variety or seed product from said production. Any export of this Seed or its progeny from the country of purchase is strictly prohibited, except that forage or grain may be exported solely for use in feeding or processing.

User agrees and acknowledges that any use of the Seed, which is forbidden by this Agreement, will constitute a misappropriation of the property of MS TECH and its suppliers and will therefore result in a breach of this Agreement. User agrees that MS TECH and/or its suppliers may bring an action to recover damages as a result of the breach of this Agreement, along with reasonable attorney fees and costs associated with any action commenced in regard thereto. User further agrees that the exclusive venue for any dispute arising under this Agreement or in connection to any breach thereof shall be in the federal or state courts for Dallas County, Iowa, and hereby irrevocably consents to the personal jurisdiction of such courts. This Agreement shall be governed under the laws of the State of Iowa.

User agrees and acknowledges that any use of the Seed, which is forbidden by this Agreement, will damage MS TECH and its suppliers' legitimate expectation of future sales of seed, and any use of Seed in violation of this Agreement will constitute an attempt to intentionally injure or destroy MS TECH and its suppliers' prospective business expectations in future sales of seed. User agrees and acknowledges that any use of Seed from MS TECH in violation of this Agreement will cause substantial damage to MS TECH and/or its suppliers, and that if subsequent production of the Seed is used to create a seed variety or seed product, substantial damage to MS TECH and/or its suppliers for all seed varieties or seed products thereby created will be caused. This Agreement shall not limit any other rights, legal or equitable, that MS TECH and its suppliers have but shall be accumulative.

User agrees to only use agricultural herbicides that are expressly labeled for use in conjunction with the Seed and have received government approvals as specified in a product use guide.

NOTICE OF REQUIRED ARBITRATION

Under the seed laws of several states, arbitration, mediation or conciliation is required as a prerequisite to maintaining a legal action based upon the failure of seed to produce as represented. The consumer shall file a complaint along with the required filing fee (where applicable) with the Commissioner/Director/Secretary of Agriculture, Seed Commissioner, or Chief Agricultural Officer within such time as to permit inspection of the crops, plants or trees by the designated agency and the seller from whom the seed was purchased. A copy of the complaint shall be sent to the seller by certified or registered mail or as otherwise provided by state statute.

OTHER TERMS & CONDITIONS

For sale in the U.S. only. MS TECH assumes no responsibility for MS TECH's suppliers', distributors' or dealers' verbal and/or written claims, promises, warranties or actions which are contrary to MS TECH's normal operating policies. USER must notify MS TECH within fourteen (14) days of becoming aware of alleged issues regarding the quality or performance of the Seed.

LIMITATION OF WARRANTIES & DAMAGES

MS TECH warrants, to the extent of the purchase price and to the extent that the packaging and label have not been compromised, that the Seed is as described on the package and on the tag attached thereto within recognized tolerances. MS TECH gives no other WARRANTY, expressed or implied, of MERCHANTABILITY or FITNESS of the Seed for any particular purpose, nor any warranty against loss due to any cause, including environmental conditions, soil conditions, chemicals or farming practices, or the response of the Seed to any such conditions. MS TECH shall not be liable for indirect, incidental or consequential damages, including loss of profits. MS TECH'S LIABILITY for damages for any cause, including breach of contract, breach of warranty, and negligence, with respect to the sale of seed is LIMITED to the purchase price of the Seed. THIS REMEDY IS EXCLUSIVE. BY ACCEPTANCE OF THIS SEED OR OPENING THIS PACKAGE, USER ACCEPTS THE TERMS HEREIN. IF USER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, USER MUST RETURN THE ORIGINAL UNOPENED SEED PACKAGE TO MS TECH WITHIN TWENTY DAYS OF RECEIPT AND USER'S SOLE REMEDY SHALL BE FOR REFUND OF THE USER'S ORIGINAL PURCHASE PRICE. MS TECH may modify and amend the terms and conditions of this Agreement without notice and in its sole discretion.

MS TECH has utilized standard industry isolation and purity procedures in the production of seed products. Because of contamination factors beyond MS TECH's control, MS TECH cannot warrant or represent that MS TECH seed products are free of other transgenic corn traits or transgenic soybean traits. Words and phrases herein shall be construed as in the singular or plural number, according to the context.

© 2024 M.S. Technologies, L.L.C. 03/29/24