Do You Have Dreams for Your Grandchild? Apply for a 2005 Bright Start Bright Dreams Scholarship

Pre-K Graduation? Birthday? New Baby? Why not contribute to a Bright Start account! Then, send one of our new gift cards to acknowledge the occasion!

Welcome To The Bright Start® College Savings Program

Sooner than you think, they’ll be heading off to college

It might be hard to imagine now, but your children will be heading off to college sooner than you think. The question is - will your savings be ready, too? To help you prepare for the high cost of education, the Illinois State Treasurer's Office, working with Citigroup Asset Management, has created the Bright Start® College Savings Program. Bright Start is a tax-advantaged Section 529 Plan that helps parents, grandparents, relatives and friends nationwide save for a loved one's college education. So why wait, when you can get started today? After all, the day is coming sooner than you think.

Investors should consider the investment objectives, risks, fees and expenses of the Program carefully before investing. Please read the Program Disclosure Statement and Participation Agreement, which contains complete information about these and other features, benefits, risks, and restrictions associated with the Program.

Bright Start Features:

- Tax Advantaged Savings
- Professional Money Management
- Simplicity in Managing Your Account

Contribute Now! Starting early saves you more! Already a customer? Check your savings online!

If you or your designated beneficiary is a resident of a state other than Illinois, you should check with your or your designated beneficiary's home state to see if it offers a Section 529 program. That program may offer state tax benefits to residents of that state that may not be available to investors in programs of other states.

Investments in the Bright Start College Savings Program are not insured by the FDIC or any other government agency; are not a deposit or other obligation of Citigroup Inc. or any depository institution. Investments are not guaranteed by the State of Illinois, the State of Illinois Treasurer's Office, Citigroup Global Markets Inc., or Citigroup Inc. or its affiliates and are subject to investment risks, including the loss of the principal amount invested. Please read the Program Disclosure Statement for more complete information regarding risks, fees and expenses associated with the Program and for those portfolios that invest a portion of their assets in bank deposits that are insured by the FDIC or fully collateralized.

Citigroup Global Markets Inc. does not provide tax and/or legal advice. Investors should consult their tax and/or legal advisor for such guidance.

Bright Highlights source: Savingforcollege.com, June 2003. Bright Start® received a 4½-Cap rating for residents investing directly and a 3½-Cap rating for non-residents investing directly. The "5-Cap Rating" assigns an overall rating to each Section 529 program ranging from 1-Cap (least attractive) to 5-Cap (most attractive). The 5-Cap Rating represents savingforcollege.com's assessment of the overall usefulness of a state's 529 plan based on many considerations such as flexibility, liquidity and availability, ownership rights, state benefits, investment approach and safety, program resources and financial aid impact. It is not strictly a measure of historical returns and it is not a predictor of future investment performance, level of risk, or financial solvency of the program funds. These ratings are not the result of a fixed formula and are subject to change. This rating information should not be used as the only basis to make an investment decision. Before establishing a 529 account and making contributions, it is imperative that investors read and understand all enrollment materials and disclosures from the Program.
Citigroup Asset Management is comprised of Salomon Brothers Asset Management Inc, Smith Barney Asset Management (a division of Citigroup Global Markets Inc.), and Citibank Global Asset Management (a unit of Citibank, N.A.) and other affiliated advisory entities. Citigroup Global Markets Inc., through its Smith Barney Asset Management division, serves as the manager of the Program. Citigroup Global Markets Inc. is the primary distributor of interests in the Program.

Notice of Business Continuity Preparedness

Citigroup Global Markets Inc. (the Firm) is committed to providing uninterrupted service and support to its clients. The Firm recognizes that certain uncontrollable events can cause varying degrees of disruption to normal business processes. For example, a severe storm can adversely affect the ability of staff to report to work on a given day. Events of greater severity, such as a regional electrical blackout or an intentionally destructive act, could cause wider concern and disruption. The Firm and its Citigroup affiliates recognize the responsibility to our customers to continue critical operations during such events, including providing access to funds and securities. The Firm’s goal is to meet this obligation with minimal interruption — on the same day, if possible — given the circumstances and scope of any disruptive event. Citigroup Global Markets Inc., Manager of the Bright Start® College Savings Program, would like its clients and potential clients to be aware that the Firm has developed and maintains written business continuity plans we believe not only provide effective responses to a wide variety of disruptive events, but better enable the Firm to continue critical operations during a business disruption.

What does the Firm’s business continuity plan address?

The Firm’s business continuity plans provide for continuity of critical operations and other activities during a variety of disruptions. They include client support responses such as conducting operations from alternate sites in different locations, if necessary, operating across multiple power grids or operating with self-generating facilities while maintaining the Firm’s presence in the marketplace and servicing client accounts. These plans are designed to enable the Firm to continue critical operations whether the disruption is firm-wide or citywide, affecting an entire business, district, region or a single building.

The Firm believes it is important that its clients remain confident in our commitment and ability to provide ongoing services and uninterrupted access to funds and securities in the event of a business disruption. To maintain effective and secure plans, we keep them confidential and so do not provide specific details in this notice. In addition, the Firm is committed to maintaining effective communications with its clients during a business disruption. General information for Citigroup companies may be obtained by visiting the corporate Internet site at http://www.citigroup.com/.

Our business continuity plans are reviewed to ensure appropriate enhancements are implemented as technology improves, business plans evolve, or regulatory requirements change. Senior management has designated a corporate head of business continuity and the Firm’s plans and supporting documents are subject to review by both internal and external auditors as well as examination by industry regulators. Should material changes to the plans occur, this "Notice of Business Continuity Preparedness" will be updated as appropriate. We may modify this notice at any time with such modifications becoming effective upon posting to our web site. You may obtain a current copy of this notice by calling the Program’s toll free number at 1-877-43-BRIGHT. If your account was opened through a Smith Barney Financial Consultant, and you want to obtain Smith Barney’s Notice of Business Continuity Preparedness, contact your Financial Consultant or access the Smith Barney web site at http://www.smithbarney.com/.

Citigroup Global Markets Inc. serves as manager of the Bright Start® College Savings Program through its Smith Barney Asset Management division, which is part of Citigroup Asset Management, the Citigroup business unit comprised of Smith Barney Asset Management and other asset management firms. Citigroup Global Markets Inc. is the primary distributor of interests in the Bright Start® College Savings Program.

Bright Start is a registered service mark of the State of Illinois Treasurer’s Office. The Illinois State Treasurer is the Trustee and Administrator of Bright Start.
Smith Barney is a division and service mark of Citigroup Global Markets Inc. and its affiliates and is used and registered throughout the world.

August 5, 2004

©2004 Citigroup Global Markets Inc. Member SIPC.
**AGREEMENT FOR USERS OF THE BRIGHT START WEB SITE**

By using the Bright Start Web Site (the "Site"), you agree to be bound by all of the terms of this Agreement.

1. **SERVICES PROVIDED**

Citigroup Asset Management and its affiliates, through the Site, shall provide you with electronic access through your computer or other electronic device (collectively "Computer") to certain electronic services and information ("Services"), including but not limited to the provision of information and access to software ("Information") through the Site by means of an unaffiliated Internet service provider (the "Provider") and the ability to communicate electronically with Citigroup Asset Management and its affiliates ("E-mail"). Citigroup Asset Management and its affiliates may cancel or change the Services at any time. Your continued use of the Services following the posting or notice of any changes will constitute your acceptance of such changes. You agree not to attempt to connect to the Site, to use the Services or to view any of the Information if you do not agree to the terms of this Agreement.

2. **ELECTRONIC RECORDING**

In connection with your use of the Services, you acknowledge and consent to the taping or any form of electronic recording of any communication, electronic or otherwise, between you and Citigroup Asset Management and its affiliates or their representatives or agents. You acknowledge and consent to the recording, retention and use by Citigroup Asset Management and its affiliates (and their employees, representatives and agents) of all information and data that you input during your use of the Services, including without limitation, all selections and uses of software, calculators and other tools included therein.

3. **ELECTRONIC COMMUNICATION**

The Services permit you to communicate electronically by sending an E-mail message to Citigroup Asset Management and its affiliates. Citigroup Asset Management and its affiliates shall not be liable for any actions taken or any omissions to act as a result of any E-mail message you send to Citigroup Asset Management and its affiliates or as a result of any E-mail message Citigroup Asset Management and its affiliates send to you.

4. **PROPERTY RIGHTS IN INFORMATION AND SERVICES; COMPLIANCE WITH LAW**

a. The Services and any Information provided through the Services are being provided by Citigroup Asset Management and its affiliates only for your personal, non-commercial use and display through the Computer. You may download the Information to the Computer and printout a hard copy for your personal reference or archive or store the Information in an electronic format for a period not to exceed 90 days, provided that you agree not to remove or alter any copyright or other proprietary notices contained therein. You agree not to modify, alter, abridge or otherwise change the Information and Services without the consent of Citigroup Asset Management and its affiliates.

b. The Services and the Information are the property of Citigroup Asset Management and its affiliates or their licensors and are protected by applicable copyright, patent, trademark or other intellectual property law. Except as expressly authorized herein, you may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate, or commercially exploit such Information or any of the Services provided in any manner (including electronic, print or other media known or hereafter developed) without the written consent of Citigroup Asset Management and its affiliates. You also agree not to use the Information or Services for any unlawful purpose, and you shall comply with any request of Citigroup Asset Management and its affiliates.
c. Citigroup Asset Management and its affiliates are not providing investment or tax advice through the Site. The accuracy, completeness or timeliness of the Information contained on the Site cannot be guaranteed and is subject to change. Neither Citigroup Asset Management nor its affiliates nor any third party provider or licensor is under an obligation to update the Information to reflect circumstances that may occur after the earlier of the date first appearing on the Site or the date contained on the Information. You also acknowledge that neither the Services nor any Information will be used by you as tax or legal advice.

d. In the event you use the Services or the links included on the Site to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than Citigroup Asset Management and its affiliates, or to any other Internet location, you acknowledge that such other sites or locations are not under the control of Citigroup Asset Management and its affiliates and agree that Citigroup Asset Management and its affiliates shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or source of information, or for your use of such information. Citigroup Asset Management and its affiliates provide such links only as a convenience to you, and have not tested any software or verified any information found at such sites. The fact that Citigroup Asset Management and its affiliates have provided a link to another site does not signify an endorsement of the site or its contents by Citigroup Asset Management and its affiliates. There are inherent risks in the use of any software or information found on the Internet, and you acknowledge that you understand these risks before making any use of the Services.

e. Transmission or use of any material in violation of this Agreement, or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening, obscene, lewd and indecent, material protected by trademark, trade secret, or patent laws, or material that results in an invasion of privacy.

5. WARRANTIES AND LIMITATION OF LIABILITY REGARDING THE SERVICES

a. The accuracy, completeness, sequence or timeliness of the information and services cannot be guaranteed. Citigroup Asset Management and its affiliates, agents and licensors shall not have any responsibility for direct, indirect, consequential, special, or other damages you may incur for any reliance by you on information or for the reliability, accuracy, completeness, sequence or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or services, or for any unauthorized use by you of e-mail.

b. You understand that Citigroup Asset Management and its affiliates do not guarantee that it will continue to make the information and services available to you, whether by the same methods currently used or otherwise. You agree not to hold Citigroup Asset Management and its affiliates, agents and licensors liable for any damages arising from a discontinuation or modification of all or part of the services or information.

c. Except as expressly set forth in this agreement, Citigroup Asset Management and its affiliates, agents and licensors hereby expressly disclaim all express and implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, and error-free and uninterrupted services. Citigroup Asset Management and its affiliates, agents and licensors do not warranty, guaranty or make any representations or warranties whatsoever, express or implied, or assume any liability to you regarding (i) the use or the results of the use of the services, including without limitation any financial results based on use of the services or information or any delay or loss of use of the services, or (ii) system performance and effects on or damages to software and hardware in connection with any use of the site, services, and information.

d. In addition to and without limiting the foregoing, Citigroup Asset Management and its affiliates, agents and licensors shall not be liable for any harm caused by the transmission, through the services or information, of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt, or otherwise impede in any manner the operation of the services or any of your software, hardware, data or property.
e. In addition to and without limiting the foregoing, Citigroup Asset Management and its affiliates, agents and licensors make no representation and assume no liability regarding the quality, safety, accuracy, or suitability of any information or software found on any other site not under Citigroup Asset Management’s and its affiliates’ control.

f. Citigroup Asset Management and its affiliates, agents and licensors shall not be liable for any losses or damages incurred by you related in any way to your use of the services and information. Except as otherwise provided by law, Citigroup Asset Management and its affiliates, agents and licensors shall have no liability for losses caused by the negligence, actions or failure to act of the provider or any third party provider, and to the extent permitted by law, neither Citigroup Asset Management and its affiliates, agents and licensors nor the provider nor any third party provider shall be liable to you for any direct, indirect, special, incidental or consequential damages (regardless of whether such damages are reasonably foreseeable), or for any loss that results from a cause over which Citigroup Asset Management or any other such entity does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorized access, strikes, failures of common carrier or utility systems, severe weather, or other causes commonly known as "acts of god".

6. CONFIDENTIALITY

Citigroup Asset Management and its affiliates shall use reasonable precautions to maintain the confidentiality of the information you may provide to Citigroup Asset Management and its affiliates and information you have created, input or developed in connection with your use of the Services, but because such information can be accessed through the Internet, you hereby acknowledge and agree that there can be no assurance that the information, any Information provided to you through the Services, or any communication through E-mail will remain secure. In addition, Citigroup Asset Management and its affiliates may disclose such information to their employees, representatives, officers, agents, and affiliates, as well as a governmental entity, the Provider or any other third party agent or service provider (a) for any purpose related to the conduct of Citigroup Asset Management's and its affiliates' business or to the offering, providing or maintaining of the Services, (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or official requesting such information, or (c) for any other legitimate business purpose.

7. GOVERNING LAW

This Agreement and all the terms herein shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of law.

8. TERMINATION

Either you or Citigroup Asset Management and its affiliates may terminate this Agreement and your access to the Services at any time. Citigroup Asset Management and its affiliates may discontinue or change the Information or the Services, or their availability to you, at any time. Any violation or breach by you of any of the terms of this Agreement will be cause for Citigroup Asset Management and its affiliates to terminate your access to the Services without notice. Paragraphs 4, 5, 6, and 11 shall survive termination of this Agreement.

9. ASSIGNMENT

Resale and/or any commercial redistribution of the Services or Information is not permitted. This Agreement and your rights and obligations hereunder may not be assigned by you without the written permission of Citigroup Asset Management and shall inure to the benefit of Citigroup Asset Management's successors and assigns whether by merger, consolidation or otherwise. Citigroup Asset Management may assign this Agreement or any of its rights or obligations under this Agreement to a company affiliated with, or a successor to or assignee of, Citigroup Asset Management, or to any other third party.

10. MISCELLANEOUS
a. This Agreement represents the complete and exclusive statement of the agreement and understanding between you and Citigroup Asset Management and its affiliates regarding your rights to access and use the Services and Information on the Site, and supersedes all prior and contemporaneous agreements and representations regarding such subject matter. Except as herein provided, no waiver, modification or amendment of any provision to this Agreement shall be effective against Citigroup Asset Management and its affiliates unless the same is in writing and signed by an authorized official of Citigroup Asset Management and its affiliates. Citigroup Asset Management and its affiliates may modify these terms and conditions at any time upon written notice or posting to the Site. You agree that if you use the Services after such notification of changes in the Agreement, you will be bound by all such changes. At the time of such modification, you will have the opportunity to reject such modification, which rejection shall constitute a termination of this Agreement and of your rights to access and use the Site, Services and Information. Should any term or provision of this Agreement be deemed or held to be invalid or unenforceable, the remaining terms and provisions shall continue in full force and effect.

b. Citigroup Asset Management's and its affiliates' failure to insist at any time upon strict compliance with any term of this Agreement, or any delay or failure on Citigroup Asset Management's and its affiliates' part to exercise any power or right given to Citigroup Asset Management and its affiliates in this Agreement, or a continued course of such conduct on Citigroup Asset Management's and its affiliates' part shall at no time operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. All rights and remedies given to Citigroup Asset Management and its affiliates in this Agreement are cumulative and not exclusive of any other rights or remedies which Citigroup Asset Management and its affiliates otherwise has at law or equity.

11. INDEMNIFICATION

You hereby indemnify and hold harmless Citigroup Asset Management and its affiliates (and their respective directors, officers, employees, control persons, vendors, licensors and agents), the sponsor of the college savings program referenced on this SITE, the Provider and any third party Information provider or licensor from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to your breach of your agreements, representations and warranties contained in this Agreement or your use of, or inability to use, the Services or Information. This indemnification shall be binding upon you and your executing heirs, successors and assigns.

top