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MERGER OR SHARE EXCHANGE
DIRECT PARTNER TELECOM, INC.

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TALLAHASSEE, FLORIDA

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**STATE OF FLORIDA
ARTICLES OF MERGER**

OF

**DPT ACQUISITION, INC.,
A FLORIDA CORPORATION,**

A WHOLLY-OWNED SUBSIDIARY OF

**theglobe.com, inc.
A DELAWARE CORPORATION,**

INTO

**DIRECT PARTNER TELECOM, INC.,
A FLORIDA CORPORATION**

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to (i) Section 607.1105 of the Florida Business Corporation Act (the "FBCA") and (ii) the Agreement and Plan of Merger, dated as of May 23, 2003, among the parties hereto (the "Merger Agreement"), the undersigned entities adopt the following Articles of Merger:

FIRST: The Plan of Merger is as follows:

(1) DPT Acquisition, Inc., a Florida corporation ("DPT"), shall be merged with and into Direct Partner Telecom, Inc., a Florida corporation (the "Surviving Company"), which shall be the surviving company (the "Merger"). DPT is a wholly-owned subsidiary of theglobe.com, inc. a Delaware corporation ("Parent").

(2) On the date of filing of these Articles of Merger (the "Effective Time"), each of the 1,000,000 issued and outstanding shares of the common stock of the Surviving Company outstanding immediately before the Effective Time, shall be converted, by virtue of the Merger and without any further action on the part of the holders thereof, into: (a) 1.375 shares of the common stock of the Parent (for an aggregate number of One Million Three Hundred Seventy Five Thousand (1,375,000) shares); (b) a warrant to acquire .5 shares of the common stock of the Parent, such warrant being in the form specified in the Merger Agreement (such warrants, in the aggregate, representing a right to acquire 500,000 shares of Parent common stock)("Warrants"); and (c) performance warrants, if and to the extent earned, as more fully described on Exhibit A attached hereto and made a part hereof.

(3) At the Effective Time, each share (an aggregate of 100 shares) of common stock of DPT issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished and automatically converted into and represent the right to receive one share of the common stock of the Surviving Corporation (for an aggregate of 100 shares), such that the Surviving Corporation shall thereafter be a wholly-owned subsidiary of the Parent.

(4) The Articles of Incorporation of the Surviving Company as in effect immediately prior to the Effective Time of the Merger shall be the Articles of Incorporation of the Surviving Company until the same shall be amended in accordance with the FBCA.

SECOND: The Merger Agreement and foregoing Plan of Merger were approved by all of the shareholders of the Surviving Company in accordance with the applicable provisions of Chapter 607 of the FBCA on May 23, 2003.

THIRD: The Merger Agreement and Plan of Merger were approved by all of the shareholders of DPT in accordance with the applicable provisions of Chapter 607 of the FBCA on May 23, 2003. The Board of Directors of the Parent approved of the Merger Agreement and Plan of Merger on May 23, 2003. Shareholder approval of the Parent was not necessary under applicable law.


FOURTH: The Effective Time of the Merger is the date on which these Articles of Merger are filed with the Department of State of the State of Florida.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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Signed this 23 day of May, 2003.

DPT ACQUISITION INC., a Florida corporation

By 
Name: Edward A. Cespedes
Title: President

DIRECT PARTNER TELECOM, INC.,
a Florida corporation

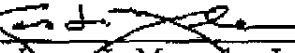
By 
Name: James L. Magruder, Jr.
Title: President

Exhibit A

Performance Warrants

Each of the 1,000,000 shares of the issued and outstanding common stock of the Surviving Company outstanding immediately before the Effective Time, shall be entitled to receipt of one millionth of any Performance Warrants earned pursuant to the provisions set forth below. For example, if a particular shareholder of the Surviving Company immediately prior to the Effective Time of the Merger owned 100,000 shares of the Surviving Company, and 500,000 Performance Warrants are subsequently earned, then such shareholder would be entitled to 50,000 of such Performance Warrants.

1.1 Performance Based Bonus.

(a) Surviving Company Projections/ Performance Based Bonus. The Surviving Company projects that its revenues and earnings before interest, taxes, depreciation and amortization ("EBITDA") for the periods relating to 2003, 2004 and 2005, respectively described below, shall be:

- (i) Revenues: Eight Million Two Hundred Thousand Dollars (\$8,200,000) and EBITDA: One Million Two Hundred Thousand Dollars (\$1,200,000) for the period beginning January 1, 2003 and ending March 31, 2004 ("2003 Estimate");
- (ii) Revenues: Eighteen Million Dollars (\$18,000,000) and EBITDA: Two Million Eight Hundred Thousand Dollars (\$2,800,000) for the period beginning April 1, 2004 and ending March 31, 2005 ("2004 Estimate"); and
- (iii) Revenues: Thirty Million Dollars (\$30,000,000) and EBITDA: Four Million Eight Hundred Thousand Dollars (\$4,800,000) for the period beginning April 1, 2005 and ending March 31, 2006 ("2005 Estimate" and collectively with (i) and (ii) "Estimates").

Based upon the Estimates, the Parent agrees at Closing, to issue Two Million Seven Hundred Fifty Thousand (2,750,000) warrants (on the same terms and conditions as the Warrants, including strike price)("Performance Warrants") to be issued, if applicable, as follows:

- (i) Upon the filing of the Parent's 10-Q or 10-QSB for the quarter ended March 31, 2004, 500,000 Performance Warrants shall be released to the Company Shareholders if the 2003 Estimate was achieved;
- (ii) Upon the filing of the Parent's 10-Q or 10-QSB for the quarter ended March 31, 2005, 750,000 Performance Warrants shall be released to the Company Shareholders if the 2004 Estimate was achieved; and

(iii) Upon the filing of the Parent's 10-Q or 10-QSB for the quarter ended March 31, 2006, 1,500,000 Performance Warrants shall be released to the Company Shareholders if the 2005 Estimate was achieved.

(b) Adjustments to Estimates. Upon filing of the applicable Parent's 10-Q or 10-QSB as stated above (which shall be completed in accordance with GAAP and as determined by the Parent pursuant to its normal financial reporting procedures consistent with the Parent's Securities Filings applicable to such time periods), the actual results of the Company shall be determined ("2003 Actual, 2004 Actual and/or 2005 Actual"). In determining the total amount of Performance Warrants due for release for each time period, if any, the number of Performance Warrants shall be reduced as follows:

- (i) In the event the 2003, 2004 and/or 2005 Actual is less than the 2003, 2004 and/or 2005 Estimate, then the number of Performance Warrants otherwise due for 2003, 2004 and/or 2005 shall be reduced as follows: (a) if the 2003, 2004 and/or 2005 Actual is eighty-five percent (85%) or more of the 2003, 2004 and/or 2005 Estimate, the number of Performance Warrants due to Company Shareholders shall be reduced proportionally by the amount that the 2003, 2004 and/or 2005 Actual was less than the 2003, 2004 and/or 2005 Estimate. In the event the 2003, 2004 and/or 2005 Actual is less than eighty-five percent (85%) of the 2003, 2004 and/or 2005 Estimate, as the case may be, then no Performance Warrants shall be earned for that particular time period.
- (ii) It is expressly understood and agreed by the Parties hereto that in the event of a Change of Control of the Parent during 2003, 2004 and/or 2005, all remaining unearned Performance Warrants shall be deemed earned and shall be distributed; provided, however, that such provision shall only apply prospectively and shall not apply to any of the applicable three time periods preceding the Change of Control. For example, if a Change of Control occurred June 2004 and the Performance Warrants for the period ended March 31, 2004 were not satisfied, then the Performance Warrants related to such period ended March 31, 2004 would continue to be unearned. Until the occurrence of a Change of Control or attainment of the applicable performance criteria, all Performance Warrants shall be held in escrow by the Parent. In the event any Performance Warrants are not earned then they shall be deemed null and void.
- (iii) "Change of Control" for purposes of this Exhibit shall mean:
 - (a) the acquisition (other than from the Parent) by any "Person" of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of thirty percent (30%) or more of the combined voting power of the Parent's then outstanding voting securities other than by Michel Egan and/or Edward Cespedes or either of their respective Affiliates; or

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(b) approval by the stockholders of the Parent of (a) a merger or consolidation involving the Parent if the stockholders of the Parent, immediately before such merger or consolidation do not, as a result of such merger or consolidation, own, directly or indirectly, more than fifty percent (50%) of the combined voting power of the then outstanding voting securities of the corporation resulting from such merger or consolidation or (b) a complete liquidation or dissolution of the Parent or an agreement for the sale or other disposition of all or substantially all of the assets of the Parent. For purposes of clause (ii)(b) of the preceding sentence, it shall not be a Change in Control in the event the Parent elects to sell all or substantially all of its assets relating to its (or its subsidiaries) Computer Games Print Magazine, Computer Games On-Line and/or Chips and Bits, Inc. businesses.

- (iv) "Affiliate" for purposes of this Exhibit, shall mean: with respect to any Person: (i) any Person directly or indirectly owning, controlling, or holding with power to vote 10% or more of the outstanding voting securities of such other Person (other than passive or institutional investors); (ii) any Person 10% or more of whose outstanding voting securities are directly or indirectly owned, controlled, or held with power to vote, by such other Person; (iii) any Person directly or indirectly controlling, controlled by, or under common control with such other Person; and (iv) any officer, director or partner of such other Person. "Control" for the foregoing purposes shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise.