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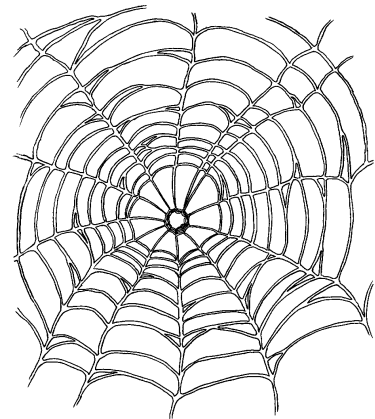
FANTASY ROLEPLAYING GAME

UPGRADE 1

JANUARY 5, 2007

Cloak of the Spider

This black silk garment, which might at first resemble a mass of threads with a brooch, was found most recently in the catacombs beneath the city of Estvol. It may have come there from the ruins of the ancient people known only as the Ziggurat Builders. There may be others like it. It gives the wearer the ability to climb as if a *Shao Tsang's spider climb* spell had been placed upon her. In addition, the cloak grants her immunity to entrapment by *web* spells or webs of any sort – she can actually move in webs at half her normal speed. Once per day, the wearer of this cloak can cast *web*. She also gains a +2 luck bonus on all Fortitude saves against poison from spiders.



When first donned, the cloak vanishes but causes two pairs of spider-like legs to grow from the wearer's back. Separating oneself from the cloak (and causing the legs to go away) requires a Will save against DC 10. Failure not only means that the cloak stays on, but that the spider mind has awakened, giving the wearer access to the cloak's secondary powers, but exposing her to its disturbing thoughts. With the spider mind awakened, the wearer now has the ability to call a horde of spiders as with the *summon swarm* spell three times per day. She can also fascinate spiders, scorpions, and other arachnids at will as with the *hypnotism* spell. The wearer also gains a thirst for blood, and the ability to heal herself by drinking it. For every HD of blood drained, the wearer can heal herself of one hit point of damage, and can even store up to ten temporary hit points (see the Basic Combat chapter for information on temporary hit points) in this manner. For example, a one HD kobold provides enough blood to heal only one hit point, while drinking all the blood of a five HD owlbear can heal five.

When first awakened, the spider mind will have Intelligence, Wisdom, and Charisma scores of five. Every time one of the secondary powers is used, each of these scores increases by one. In order to remove the cloak, the wearer must first get a full night's sleep, make a Wisdom check opposed by the cloak's Charisma, and then make a DC 15 Will save. If the cloak is successfully removed at this point, the spider mind goes back to sleep and the secondary powers will be unavailable until it wakes up again. Failure increases the cloak's ability scores as if one of its secondary powers had been used.

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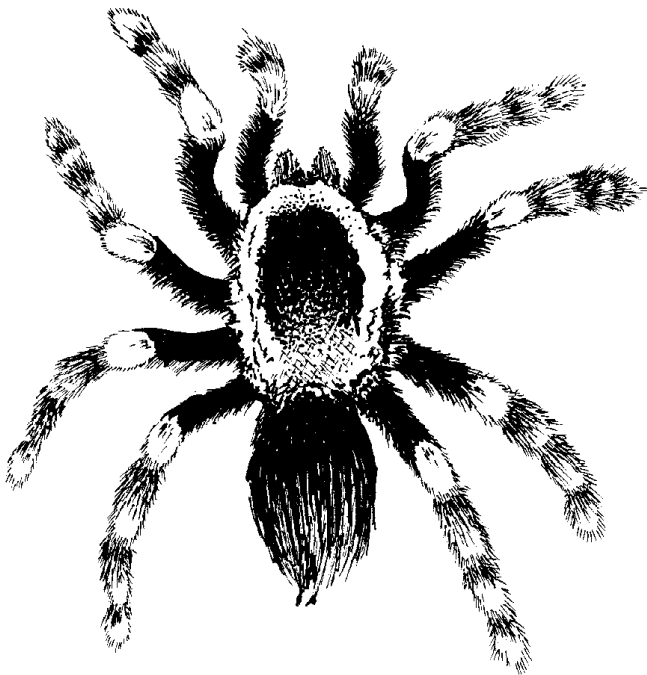
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When the spider mind's Intelligence and Wisdom scores reach ten, the wearer will gain the ability to transform into a monstrous spider and back at will. Also, the spider mind will begin talking to the wearer. It may also make demands of her, and is capable of withholding the use of its powers as a bargaining tool. It will never withhold use of the blood healing power, however, and in fact will encourage its use at every opportunity. The wearer can still force the spider mind to use its powers by making a Charisma check opposed by the cloak's Wisdom. If the cloak is removed at this point, it becomes a monstrous spider with as many hit dice as half its Intelligence score. In 1d20 days, it will revert to cloak form, but it will do its best to kill the wearer or escape before then. If the spider is killed, the cloak is destroyed.

When the spider mind's Intelligence reaches fifteen, it will begin gaining wizard levels. Every point of Intelligence over fifteen translates into one level. The spider mind will never use this power without demanding something of the wearer, although it may be as small a price as killing something and drinking a little more blood. Also, any time the wearer tries to

force the spider mind to do something and fails, the spider mind can retaliate by attempting to take control of the wearer. This ability is essentially the same as a spirit's malevolence power.

If the cloak is removed after it has begun gaining wizard levels, it becomes an aranea with fifteen levels in the wizard class (regardless of what its functional level as a cloak had been) and all the abilities it had granted as a cloak. Its actions at this point will depend on the situation, and on its relationship with the wearer prior to its transformation. The aranea will be completely free at this point and cannot be returned to cloak form.



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