reated by magicians who crave Copolitical power, infiltrators are prized for their ability to work their way into a society's governmental structure and subtly do away with key public figures. Infiltrators are intelligent constructs shaped in the image of a particular individual, generally with the goal of replacing him or her. Other infiltrators take the quise of a political figure's loved one, and are used as spies. In short, the infiltrator's true purpose is one of deception. Some infiltrators are even unaware of their exceptional nature: these "dormant" creatures unconsciously infiltrate a political structure, until one day their master emerges from the shadows and reveals their true nature using a predetermined command word. It is not impossible for an infiltrator copied from a good-hearted individual to develop a conscience and even experience remorse, but it still is compelled to obey its master.

Once created, the infiltrator possesses the personality, appearance, manners, and even the memories of the person it is destined to replace. With its magical strength, mesmerizing gaze, and poisonous touch, the infiltrator is a very capable spy, able to easily neutralize and take the place of nearly anyone, making it a very powerful tool of subtle political destruction.



	Medium-size Construct
Hit Dice:	7d10 (38 hp)
Initiative:	+1 (Dex)
Speed:	30 ft.
AC:	17 (+1 Dex, +6 natural)
Attacks:	Poison touch +9 melee, or rapier +9 melee, or
	dagger +6 ranged
Damage:	Poison touch (special), or rapier 1d6+4, dagger
	1d4+4
Face/Reach:	5 ft. x 5 ft./5 ft.
Special Attacks:	Charming Gaze, Poison
Special Qualities:	Damage Reduction 5/gold, Darkvision 60 ft.,
	Hidden Purpose, Immunities
Saves:	Fort +2, Ref +3, Will +2
Abilities:	Str 18, Dex 13, Con —, Int 10, Wis 11, Cha 14
Skills:	Bluff +8, Disguise +2 (+12 to impersonate their
	double)
Climate/Terrain:	Any land and underground, often urban areas
Organization:	Solitary
Challenge Rating:	5
Treasure:	Standard
Alignment:	Any (determined at construction)
Advancement:	8–18 HD (Medium-size)



Charming Gaze (Su): At will as a standard action, the infiltrator can charm a humanoid by looking into his or her eyes as per the spell charm person cast by a 7th-level sorcerer. This ability follows the rules for gaze attacks, except that the infiltrator must take a standard action, and those only looking at it are not charmed. Anyone targeted by the infiltrator in such a way must succeed at a Will save (DC 13) or be unable to cause the infiltrator or her master any harm for the next 12 hours. The afflicted character considers the infiltrator to be a good friend, but will not necessarily go as far as attacking his or her former party members. The ability has a range of 10 feet. It is a mind-influencing ability.

Construct: Constructs never have Constitution scores. A construct is immune to mind-influencing effects and to poison, sleep, paralysis, stunning, disease, death effects, and necromantic effects. Constructs cannot heal damage on their own, though they can be healed. A construct is not subject to critical hits, subdual damage, ability damage or drain, or energy drain. It is immune to any effect that requires a Fortitude save (unless the effect also works on objects). A construct is not at risk of death from massive

damage, but when reduced to 0 hit points or less it is immediately destroyed. Since it was never alive, a construct cannot be *raised* or *resurrected*. Constructs have Darkvision with a range of 60 feet.

Damage Reduction (Su): An infiltrator ignores 5 hit points from most weapons and natural attacks. A gold weapon, or a +1 weapon or better negates the ability.

Hidden Purpose (Su): The infiltrator responds to a command word implanted in it by its master during the creation process. The command word can be of any length, from a monosyllabic word to a long sentence. Whenever the infiltrator hears this command word, it automatically recognizes the speaker as its master and obeys any direct order it is given. If specified, it may not even remember having been contacted by its master and will unknowingly execute its task. An unwilling infiltrator may resist its master if it succeeds at a Will saving throw (DC 20).

Poison (Su): On a successful touch attack, the infiltrator's target must make a Fortitude save (DC 13). If he fails, he suffers the poison's initial damage of unconsciousness for 1d4 minutes. Even if he succeeds, he faces more damage 1 minute later, which he





can also avoid with a successful Fortitude saving throw. This secondary damage is unconsciousness for 15 minutes.

Skills: Infiltrators have a +6 racial bonus to Bluff checks, and a +10 racial bonus to Disguise checks to impersonate the person they were built to replace. These are included in the stats above.

CONSTRUCTING AN INFILTRATOR

Creating an infiltrator costs 50,000 gp, including 30,000 gp for construction of the body. This cost represents the various incenses, spell components, and other equipment necessary for the enchantment and the construction of the creature. The creator must also have successfully used a *detect thoughts* on the character to be mimicked once in the last month.

The character's first task is to create the body. This requires a mixture of clay, forest dew, a sphinx's feather, some pure silver, and an acorn or a rock for the heart; the creator must also include a hair of the character he wishes the infiltrator to mimic. Crafting the body from the clay and shaping it like a par-

ticular humanoid requires a successful Craft (sculpture) check (DC 20) and Disguise check (DC 20).

Once the body has been successfully assembled, the character attempting the creation of the infiltrator has to complete the magic ritual in order to animate the body and create its personality, memories, and alignment. This ritual requires the character to be a spellcaster of at least 10th level, to have the Craft Wondrous Items feat, and to spend 15 days in his laboratory working on the infiltrator, spending about 8 hours per day without interruptions. If the character spends less than 8 hours in one day, or if he skips a day, the whole process has to be started over. Any gold pieces spend on the failed ritual are lost, but the body stays intact.

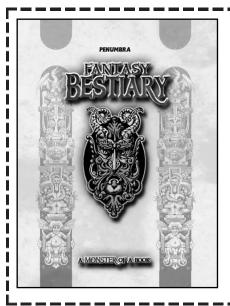
At the end of these 15 days, the creator must personally cast the following spells: alter self, bull's strength, charm person, cloudkill, detect thoughts, and lesser geas. The character can cast the spells from different sources, such as staves, wands, or scrolls, but he must do it himself. Then he must utter the date of birth of the person to be mimicked by the infiltrator. The ritual costs the creator 2500 XP.

ADVENTURE SEEDS

1 — Hernakken is a small mining village in the countryside. However, its tranquility seems to have come to an end as, lately, suspicions have begun to arise among the common folk about the town's newly arrived sheriff. This sheriff was trained in a great military academy in a neighboring city, and has been dispatched to Hernakken by his superiors in accordance with a longstanding arrangement with the town. But never has someone see him cough, sneeze, or even eat! What the villagers do not know is that their sheriff, whose strange behavior is explained by the fact that he is not human, was not sent by the academy, but rather by someone far more powerful who is interested in Hernakken's gold mines ...

2 — The evil wizard Tiamael is in great need of brave adventurers to take up a dangerous mission. He lacks only one component to complete a powerful mass-slaying ritual — the Rainbow Drop, a magical crystal located in the Haerdrumm cave complex. Unfortunately, his cruel reputation makes even adventurers of questionable morals wary of him. In order to get what he wants he creates an infiltrator named Krisalia, giving it the body of a beautiful adventurer. She has the mandate of infiltrating a promising adventuring party, and leading the adventurers through the cave complex so as to bring the crystal back to Tiamael.





THE PENUMBRA FANTASY BESTIARY

is coming in the winter of 2003!

More than 200 monsters and templates. More than 360 pages.

One monster of a book.

To get your copy of the Penumbra Fantasy Bestiary, visit your local retailer.

Print out this sheet and take it with you for ordering purposes.

Stock Number: AG3218 ISBN: 1-58978-030-2 Price: \$44.95





This free preview is published under the terms of the Open Game License (below). All text and game mechanics printed in the white spaces on the previous two pages are Open Game Content, as is the Open Game License itself. Other text, illustrations and design elements in this book may not be reproduced without the publisher's express permission.

"d20 System" and the "d20 System" logo are Trademarks owned by Wizards of the Coast and are used according to the terms of the d20 System Trademark License. A copy of this license can be found at www.wizards.com. Dungeons & Dragons® and Wizards of the Coast® are Registered Trademarks of Wizards of the Coast, used with permission.

Penumbra is a trademark of Trident, Inc. d/b/a Atlas Games. Atlas Games and "Charting New Realms of Imagionation" are trademarks of John Nephew, used under license. The Atlas Games logo is a trademark of John Nephew and Trident, Inc. d/b/a Atlas Games.

Copyright © 2003 Trident, Inc. d/b/a Atlas Games.

www.atlas-games.com

Atlas Games PO Box 131233 Roseville, MN 55113 info@atlas-games.com

OPEN GAME LICENSE VERSION LOA

The following text is the property of Wizards of the Coast, Inc. and is Copyright 2000 Wizards of the Coast, Inc ("Wizards"). All Rights Reserved.

1. Definitions: (a)"Contributors" means the copyright and/or trademark owners who have contributed Open Game Content; (b)"Derivative Material" means copyrighted material including derivative works and translations (including into other computer languages), potation, modification, correction, addition, extension, upgrade, improvement, compilation, abridgment or other form in which an existing work may be recast, transformed or adapted; (c) "Distribute" means to reproduce, license, rent, lease, sell, broadcast, publicly display, transmit or otherwise distribute; (d)"Open Game Content" means the game mechanic and includes the methods, procedures, processes and routines to the extent such content does not embody the Product Identity and is an enhancement over the prior art and any additional content clearly identified as Open Game Content by the Contributor, and means any work covered by this License, including translations and derivative works under copyright law, but specifically excludes Product Identity. (e) "Product Identity" means product and product line names, logos and identifying marks including trade dress; artifacts; creatures characters; stories, storylines, plots, thematic elements, dialogue, incidents, language, artwork, symbols, designs, depictions, likenesses, formats, poses, concepts, themes and graphic, photographic and other visual or audio representations; names and descriptions of characters, spells, enchantments, personalities, teams, personas, likenesses and special abilities; places, locations, environments, creatures, equipment, magical or supernatural abilities or effects, logos, symbols, or graphic designs; and any other trademark or registered trademark clearly identified as Product identity by the owner of the Product Identity, and which specifically excludes the Open Game Content; (f) "Trademark" means the logos, names, mark, sign, motto, designs that are used by a Contributor to identify itself or its products or the associated products contributed to the Open Game License by the Contributor (g) "Use", "Used" or "Using" means to use, Distribute, copy, edit, format, modify, translate and otherwise create Derivative Material of Open Game Content. (h) "You" or "Your" means the licensee in terms

2. The License: This License applies to any Open Game Content that contains a notice indicating that the Open Game Content may only be Used under and in terms of this License. You must

affix such a notice to any Open Game Content that you Use. No terms may be added to or subtracted from this License except as described by the License itself. No other terms or conditions may be applied to any Open Game Content distributed using this License.

3.0 ffer and Acceptance: By Using the Open Game Content You indicate Your acceptance of the terms of this License.

4. Grant and Consideration: In consideration for agreeing to use this License, the Contributors grant You a perpetual, worldwide, royalty-free, non-exclusive license with the exact terms of this License to Use, the Open Game Content.

5.Representation of Authority to Contribute: If You are contributing original material as Open Game Content, You represent that Your Contributions are Your original creation and/or You have sufficient rights to grant the rights conveyed by this License.

6.Notice of License Copyright: You must update the COPY-RIGHT NOTICE portion of this License to include the exact text of the COPYRIGHT NOTICE of any Open Game Content You are copying, modifying or distributing, and You must add the title, the copyright date, and the copyright holder's name to the COPYRIGHT NOTICE of any original Open Game Content you Distribute.

7. Use of Product Identity: You agree not to Use any Product Identity, including as an indication as to compatibility, except as expressly licensed in another, independent Agreement with the owner of each element of that Product Identity. You agree not to indicate compatibility or co-adaptability with any Trademark or Registered Trademark in conjunction with a work containing Open Game Content except as expressly licensed in another, independent Agreement with the owner of such Trademark or Registered Trademark. The use of any Product Identity in Open Game Content does not constitute a challenge to the ownership of that Product Identity. The owner of any Product Identity used in Open Game Content shall retain all rights, title and interest in and to that Product Identity.

8. Identification: If you distribute Open Game Content You must clearly indicate which portions of the work that you are distributing are Open Game Content.

 Updating the License: Wizards or its designated Agents may publish updated versions of this License. You may use any authorized version of this License to copy, modify and distribute any Open Game Content originally distributed under any version of this License.

10. Copy of this License: You MUST include a copy of this License with every copy of the Open Game Content You Distribute.

11. Use of Contributor Credits: You may not market or advertise the Open Game Content using the name of any Contributor unless You have written permission from the Contributor to do

12. Inability to Comply: If it is impossible for You to comply with any of the terms of this License with respect to some or all of the Open Game Content due to statute, judicial order, or governmental regulation then You may not Use any Open Game Material so affected.

13. Termination: This License will terminate automatically if You fail to comply with all terms herein and fail to cure such breach within 30 days of becoming aware of the breach. All sublicenses shall survive the termination of this License.

14. Reformation: If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

15. COPYRIGHT NOTICE

Open Game License v 1.0a Copyright 2001, Wizards of the Coast Inc.

D20 System Rules & Content Copyright 2000 Wizards of the Coast, Inc.; Authors Jonathan Tweet, Monte Cook, Skip Williams, based on original material by Dave Arneson and E. Gary Gygax.

"Infiltrator," an excerpt from *The Penumbra Fantasy Bestiary*, Copyright 2003, Trident Inc. d/b/a Atlas Games; author Nicholas Jobidon.